



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Mark Simon • Vice-President – Chris Steele • Director – Kevin Graves • Director – Bill Pease • Director – Marianne Wiesen

**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET**

For the Meeting of Wednesday
September 17, 2014

7:00 P.M. Regular Meeting

District Office
1800 Willow Lake Road



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Mark Simon • Vice-President – Chris Steele • Director – Kevin Graves • Director – Bill Pease • Director – Marianne Wiesen

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday September 17, 2014
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time that item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

C. PRESENTATIONS

1. Delta Breeze Broadcasting

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

E. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of regular meeting dated September 3, 2014
2. Approve Register of District Invoices
3. Adoption of Resolution No. 2014-24 for the Conflict of Interest Code Amendment for 2014

F. BUSINESS AND ACTION ITEMS

1. Consideration and Approval of Leash Free Dog Park at the Discovery Bay Community Center
2. Award of Contract to Saviano Company Inc. for the Discovery Bay Community Center Tennis Court Renovations
3. Adoption of Resolution No. 2014-23 Establishing Internal Revenue Code Section 125 Cafeteria Benefit Plan
4. Adoption of Resolution No. 2014-22 Establishing FY 2014-15 Town of Discovery Bay Community Services District Capacity Fee Program
5. Purchase of Motor Control Center Control Panel for the Secondary Improvements Capital Improvement Project

G. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)

1. District Financial Statement Report – FY2013-14
2. Community Center Financial Review

H. VEOLIA REPORT

1. Veolia Report – Month of August 2014

I. MANAGER’S REPORTS – Discussion and Possible Action

J. GENERAL MANAGER’S REPORT – Discussion and Possible Action

K. DISTRICT LEGAL COUNSEL REPORT

L. COMMITTEE UPDATES – Discussion and Possible Action

M. CORRESPONDENCE – Discussion and Possible Action

1. R - Byron Municipal Advisory Council meeting minutes dated August 21, 2014

N. PUBLIC RECORD REQUESTS RECEIVED

1. Transparent California - TODB Payroll Records for 2012 and 2013 Received August 24, 2014

O. FUTURE AGENDA ITEMS

P. ADJOURNMENT

1. Adjourn to the next Regular meeting dated October 15, 2014 starting at 7:00 p.m. on 1800 Willow Lake Road-Located behind the Delta Community Presbyterian Church.

“This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925)634-1131, during regular business hours, at least twenty-four hours prior to the time of the meeting.”

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay CSD after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Mark Simon • Vice-President – Chris Steele • Director – Kevin Graves • Director – Bill Pease • Director – Marianne Wiesen

No Back Up
Documentation
For Agenda Item C



TOWN OF DISCOVERY BAY
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No Back Up
Documentation
For Agenda Item D



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Mark Simon • Vice-President – Chris Steele • Director – Kevin Graves • Director – Bill Pease • Director – Marianne Wiesen

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday September 3, 2014
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

Call business meeting to order – 7:00 p.m. by President Simon
Pledge of Allegiance – Led by President Simon
Roll Call – All Present

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)
None

C. AREA AGENCIES REPORTS / PRESENTATION

1. Sheriff's Office Report

Crime Prevention Specialist Fontenot – Provided the law enforcement report for the month of August. There was discussion between the Crime Prevention Specialist, the General Manager, and the Board.

2. CHP Report

Officer Thomas – Provided an update of the services to the Town of Discovery Bay. There was discussion between Officer Thomas and the Board. There was one Public Comment Speaker.

3. East Contra Costa Fire Protection District Report

Chief Henderson – Provided the East Contra Costa Fire Protection District details for the month of August. Explained the error within the Ballots, reason item was pulled. There was discussion between Chief Henderson and the Board. There was one Public Comment Speaker.

4. Supervisor Mary Piepho, District III Report

Field Representative Cornell - Provided an update of several projects surrounding Discovery Bay. There was discussion between the Field Representative and the Board. Field Representative Cornell announced the acceptance of a new job and leaving Supervisor Piepho's office.

D. COMMITTEE/LIAISON REPORTS

1. Trans-Plan Report – No Report

2. County Planning Commission Report – No Report

3. Code Enforcement Report – Director Wiesen provided her report for the Code Enforcement meeting dated August 28, 2014.

4. Special Districts Report** – No Report

***These meetings are held Quarterly*

E. PRESENTATIONS

1. Capital Improvement Program Update

District Engineer Harris – Provided details of item E-1, along with a handout. There was discussion between the General Manager, the Water and Wastewater Manager, the Board and the District Engineer.

F. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of regular meeting dated August 20, 2014
2. Approve Register of District Invoices
3. Purchase of one Automated Self Cleaning Strainer/Filter System from Fluid Engineering in the amount of \$19,863.00, plus tax, for the Reclaimed Water Project at Wastewater Plant #2

Motion by: Director Pease to approve the Consent Calendar.

Second by: Director Kevin Graves

Vote: Motion Carried – AYES: 5, NOES: 0

President Simon – Pulled Agenda Item G-6

G. BUSINESS AND ACTION ITEMS

1. Adoption of Resolution No. 2014-18 establishing a Town of Discovery Bay Volunteer Policy

General Manager Howard – Provided the details of item G-1.

Parks and Recreation Manager Perez – Provided additional details of item G-1. There was discussion between the Parks and Recreation Manager, the General Manager and the Board.

Motion by: Director Pease to adopt Resolution No. 2014-18 establishing a Volunteer Policy (and program) in the Town of Discovery Bay.

No second – motion failed

Board – Requested the item be brought back within 90 days.

2. Adoption of Resolution No. 2014-21 establishing an Alcohol Policy at Town of Discovery Bay Recreation Facilities

General Manager Howard – Provided details of item G-2.

Recreation Programs Coordinator Meewis – Provided additional details of item G-2. There was discussion between the Recreation Programs Coordinator, the General Manager, and the Board. There was one Public Comment Speaker.

Motion by: Director Graves to adopt Resolution No. 2014-21 establishing a Alcohol Policy at Town of Discovery Bay Recreation Facilities.

Second by: Director Pease

Vote: Motion Carried – AYES: 4 – Vice-President Steele, Director Graves, Director Pease, Director Wiesen, NOES: 1 – President Simon

3. Adoption of Resolution No. 2014-19 Approving an Injury and Illness Prevention Program Policy for the Town of Discovery Bay

General Manager Howard – Provided details of item G-3.

Motion by: Director Graves to Rescind Resolution No. 2008-11 and Adopt Resolution 2014-19 approving a Illness Prevention Program in accordance with the requirements of California Code of Regulations, Title 8, §3203.

Second by: Director Pease

Vote: Motion Carried – AYES: 5, NOES: 0

General Manager Howard – Provided the details of item G-3.

4. Agency Comment Request – Development Plan Application – DP14-3031 – Bolinas Place

General Manager Howard – Provided the details of item G-4. There was discussion between the General Manager, the Water and Wastewater Manager, and the Board.

Board requested to send a letter with no negative comment other than in the event Lot 26 requires connection for domestic water and sewer services, the property owner must pay all required connections, inspections and capacity fees in place at the time of connection to the water and sewer system

5. Ordinance No. 25 Establishing Emergency Drought Regulations in the Town of Discovery Bay

General Manager Howard – Provided the details of item G-5. There was discussion between the General Manager, Legal Counsel, and the Board.

Motion by: Director Pease that the Board enacts Emergency Drought Regulations Ordinance No. 25 as drafted and that all public noticing requirements shall be complied with.

Second by: Director Wiesen

Vote: Motion Carried – AYES: 5, NOES: 0

6. East Contra Costa Fire Protection District Official Ballot

President Simon – Pulled Agenda Item G-6

7. Adoption of Resolution No. 2014-20 establishing Supplemental Insurance through the American Family Life Assurance Company of Columbus Supplemental Insurance

General Manager Howard – Provided the details of item G-7.

AFLAC Representatives – Provided additional details of item G-7.

Motion by: Director Pease to adopt Resolution No. 2014-20 establishing employee only funded supplemental insurance through the American Family Life Assurance Company of Columbus.

Second by: Director Graves

Vote: Motion Carried – AYES: 5, NOES: 0

H. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)

1. Annual Disclosure pursuant to California Government Code Section 53065.5

General Manager Howard – Provided the details of item H-1. There was discussion between the General Manager and the Board.

I. PRESIDENT REPORT AND DIRECTORS' COMMENTS

Director Wiesen – Provided handouts for the 2014 Transportation Plan

Director Graves – Provided details of the East Contra Costa Fire Protection District Special meeting dated September 2, 2014

J. MANAGER'S REPORT – Discussion and Possible Action

None

K. GENERAL MANAGER'S REPORT – Discussion and Possible Action

1. Discussion of Possible Town of Discovery Bay Boundary Changes

General Manger Howard – Provided the details of item K-1. There was discussion between the General Manager, Legal Counsel, and the Board. There was no action taken.

L. DISTRICT LEGAL COUNSEL REPORT

None

M. COMMITTEE UPDATES – Discussion and Possible Action

None

N. CORRESPONDENCE – Discussion and Possible Action

None

O. PUBLIC RECORD REQUESTS RECEIVED

None

P. FUTURE AGENDA ITEMS

1. Dog Park – on the next Agenda

2. Community Center Profit and Loss Statement – on the next Agenda

Q. ADJOURNMENT

The meeting adjourned at 8:44 p.m. to the next regular meeting dated September 17, 2014 starting at 7:00 p.m. on 1800 Willow Lake Road.

//cmc – 09-11-14

<http://www.todb.ca.gov/content/agenda-and-minutes/>



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 17, 2014

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk
Submitted By: Rick Howard, General Manager

RH

Agenda Title

Approve Register of District Invoices

Recommended Action

Staff recommends that the Board approve the listed invoices for payment

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 178,314.03

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2014/2015
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2014/2015
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2014/2015

AGENDA ITEM: E-2

Request For Authorization To Pay Invoices (RFA)
For The Meeting On September 17, 2014
Town of Discovery Bay CSD
For Fiscal Year's 7/14 - 6/15

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Administration				
Brut Force Janitorial	9/2014	Janitorial Service Sept 2014 (Z57,Z61)	09/01/14	\$50.00
Commercial Tree Care	19457	Landscape Reimb. (Z57)	08/21/14	\$605.00
Commercial Tree Care	19458	Landscape Reimb. (Z61)	08/21/14	\$990.00
Odyssey Landscape Co, Inc.	36039778	Monthly Maintenance (Z35,Z57,Z61)	08/20/14	\$7,589.79
Superior Concrete Products	8369-SR-R2115	Posts and Rails (Z61)	08/29/14	\$3,293.32
U.S. Bank Corporate Payment System	4246044555703473/814	Landscape Reimb. (Z35)	08/25/14	\$874.76
		Administration	Sub-Total	\$13,402.87
Water				
Bay Area News Group	0000789862/2005834	Public Notice Capacity Fees	07/31/14	\$71.48
Big Dog Computer	BDC33052	Security Cameras	09/09/14	\$607.59
Brentwood Ace Hardware	808/083114	General Repairs	08/31/14	\$18.96
Brut Force Janitorial	9/2014	Janitorial Service Sept 2014	09/01/14	\$100.00
Caselle, Inc.	59956	Support and Maintenance Oct 2014	09/01/14	\$444.00
Cintas	185480600	Uniforms	08/26/14	\$14.93
Cintas	185481427	Uniforms	09/02/14	\$14.93
Cintas	185482256	Uniforms	09/09/14	\$14.34
Contra Costa Health Services	IN0148884	Health Permit Newport Dr	08/26/14	\$815.00
Contra Costa Health Services	IN0148963	Health Permit Willow Lake Rd	08/26/14	\$815.00
Du-All Safety	16287	Safety Maintenance Aug 2014	08/29/14	\$1,160.00
EnerPower	65708	Electric Charges 06/14/14-07/15/14	08/30/14	\$2,009.00
EnerPower	65709	Electric Charges 07/11/14-08/11/14	08/30/14	\$694.00
EnerPower	65710	Electric Charges 06/13/14-07/14/14	08/30/14	\$470.00
Herwit Engineering	DB-NPP-7	Newport Pointe Development	09/01/14	\$320.00
J.W. Backhoe & Construction, Inc.	2167	Water Leak Cutter Loop	08/21/14	\$2,043.53
J.W. Backhoe & Construction, Inc.	2169	Water Leak Dolphin Place	08/21/14	\$1,570.45
J.W. Backhoe & Construction, Inc.	2170	Repair Fire Hydrant	08/21/14	\$2,473.36
J.W. Backhoe & Construction, Inc.	2172	Water Leak South Newport Drive	08/21/14	\$830.25
J.W. Backhoe & Construction, Inc.	2173	Paved 2 Spots	08/21/14	\$5,011.05
J.W. Backhoe & Construction, Inc.	2175	Water Leak Cutter Loop	08/26/14	\$2,188.73
J.W. Backhoe & Construction, Inc.	2176	Locate 2 Water Service and Water Gate	08/26/14	\$5,241.53
J.W. Backhoe & Construction, Inc.	2178	Water Leak Discovery Point	08/26/14	\$2,360.91
J.W. Backhoe & Construction, Inc.	2180	Water Leak Schooner Loop	08/28/14	\$1,827.53
J.W. Backhoe & Construction, Inc.	2181	Replace Operating Nut Sand Point Road	08/28/14	\$3,765.08
J.W. Backhoe & Construction, Inc.	2183	Water Leak Beaver Court	08/29/14	\$5,200.95
J.W. Backhoe & Construction, Inc.	2184	Water Leak Cutter Loop	08/29/14	\$2,752.95
J.W. Backhoe & Construction, Inc.	2185	Water Leak Cabrillo Point	08/29/14	\$2,916.68
J.W. Backhoe & Construction, Inc.	2186	Applied Crack Filler	08/29/14	\$707.45
ReliaStar Life Insurance Company	#JR52 457(B) 09/15/14	457(b) 09/01/15-09/15/14	09/15/14	\$435.77
SDRMA	15329	Ancillary Benefits Sept 2014	08/25/14	\$509.12
SDRMA	15400	Medical Benefits Oct 2014	09/04/14	\$1,484.71
U.S. Bank Corporate Payment System	4246044555703473/814	Medical Benefits	08/25/14	\$1,425.26
U.S. Bank Corporate Payment System	4246044555703473/814	Travel & Meetings BOD	08/25/14	\$81.68
U.S. Bank Corporate Payment System	4246044555703473/814	Travel & Meetings	08/25/14	\$126.08
U.S. Bank Corporate Payment System	4246044555703473/814	Training & Education BOD	08/25/14	\$554.00
U.S. Bank Corporate Payment System	4246044555703473/814	Training & Education	08/25/14	\$391.60
U.S. Bank Corporate Payment System	4246044555703473/814	TODB Sponsored Events	08/25/14	\$96.00
U.S. Bank Corporate Payment System	4246044555703473/814	Telephone General	08/25/14	\$189.81
U.S. Bank Corporate Payment System	4246044555703473/814	Telecom Networking	08/25/14	\$96.00
U.S. Bank Corporate Payment System	4246044555703473/814	Vehicle & Equipment Fuel	08/25/14	\$670.68
U.S. Bank Corporate Payment System	4246044555703473/814	Info System Maintenance	08/25/14	\$92.80
U.S. Bank Corporate Payment System	4246044555703473/814	Computer Equipment & Supplies	08/25/14	\$1,372.78
U.S. Bank Corporate Payment System	4246044555703473/814	Computer Software	08/25/14	\$35.62
U.S. Bank Corporate Payment System	4246044555703473/814	Office Supplies	08/25/14	\$158.08
U.S. Bank Corporate Payment System	4246044555703473/814	Special Expense	08/25/14	\$43.70
Univar	SJ639227	Chemicals Delivered 08/28/14	08/28/14	\$191.28
Univar	SJ639229	Chemicals Delivered 08/28/14	08/28/14	\$281.89
Upper Case Printing, Ink.	8558	Printed Permits	08/26/14	\$130.48
Upper Case Printing, Ink.	8559	Printed Envelopes	08/26/14	\$29.36
Upper Case Printing, Ink.	8560	Printed Door Hangers	08/26/14	\$314.70
Verizon Wireless	9731096565	Cell Phone Bill Aug 2014	08/26/14	\$263.24

Water Sub-Total \$55,434.32

Wastewater

American Retrofit Systems	1020	AC Unit WWTP#1	09/05/14	\$100.00
Bay Area News Group	0000789862/2005834	Public Notice Capacity Fees	07/31/14	\$107.21
Big Dog Computer	BDC33052	Security Cameras	09/09/14	\$911.39
Brentwood Ace Hardware	808/083114	General Repairs	08/31/14	\$28.44
Brut Force Janitorial	9/2014	Janitorial Service Sept 2014	09/01/14	\$150.00
Caselle, Inc.	59956	Support and Maintenance Oct 2014	09/01/14	\$666.00
Cintas	185480600	Uniforms	08/26/14	\$22.39
Cintas	185481427	Uniforms	09/02/14	\$22.39
Cintas	185482256	Uniforms	09/09/14	\$18.57
Comcast	8155400350232938/914	Internet WWTP#1	09/03/14	\$110.75
Comcast	8155400350232946/914	Internet WWTP#2	09/03/14	\$80.70
Conco West Inc.	711	Rehab Manholes	08/14/14	\$10,406.25
Conco West Inc.	713	UV Channel Baffle	08/14/14	\$3,150.00
Conco West Inc.	714	UV Channel Repair	08/14/14	\$1,872.22
Contra Costa Health Services	IN0148797	Health Permit WWTP#2	09/03/14	\$410.00
Contra Costa Health Services	IN0148798	Health Permit WWTP#1	08/26/14	\$410.00
Du-All Safety	16287	Safety Maintenance Aug 2014	08/29/14	\$1,740.00
EnerPower	65711	Electric Charges 07/14/4-08/12/14	08/30/14	\$145.00
Herwit Engineering	14-8	Professional Services Aug 2014	09/02/14	\$7,936.08
Herwit Engineering	14-8	Pipeline Inspection	09/02/14	\$13,934.25
Herwit Engineering	DB-MP-5,6,7-4	Effluent Filtration	09/02/14	\$31,757.50
Herwit Engineering	DB-PNT-8	Pantages Development	09/01/14	\$400.00
J.W. Backhoe & Construction, Inc.	2182	Dig up Wetlands WWTP#1	08/28/14	\$987.00
ReliaStar Life Insurance Company	#JR52 457(B) 09/15/14	457(b) 09/01/15-09/15/14	09/15/14	\$653.65
SDRMA	15329	Ancillary Benefits Sept 2014	08/25/14	\$763.69
SDRMA	15400	Medical Benefits Oct 2014	09/04/14	\$2,227.07
Solenis LLC	130903536	Praestol	08/25/14	\$3,655.81
Solenis LLC	130904525	Praestol	08/28/14	\$3,577.90
U.S. Bank Corporate Payment System	4246044555703473/814	Medical Benefits	08/25/14	\$2,137.89
U.S. Bank Corporate Payment System	4246044555703473/814	Travel & Meetings BOD	08/25/14	\$122.52
U.S. Bank Corporate Payment System	4246044555703473/814	Travel & Meetings	08/25/14	\$334.86
U.S. Bank Corporate Payment System	4246044555703473/814	Training & Education BOD	08/25/14	\$831.00
U.S. Bank Corporate Payment System	4246044555703473/814	Training & Education	08/25/14	\$587.40
U.S. Bank Corporate Payment System	4246044555703473/814	TODB Sponsored Events	08/25/14	\$144.00
U.S. Bank Corporate Payment System	4246044555703473/814	Telephone General	08/25/14	\$233.83
U.S. Bank Corporate Payment System	4246044555703473/814	Telecom Networking	08/25/14	\$144.00
U.S. Bank Corporate Payment System	4246044555703473/814	Vehicle & Equipment Fuel	08/25/14	\$286.02
U.S. Bank Corporate Payment System	4246044555703473/814	Info System Maintenance	08/25/14	\$139.20
U.S. Bank Corporate Payment System	4246044555703473/814	Computer Equipment & Supplies	08/25/14	\$2,059.16
U.S. Bank Corporate Payment System	4246044555703473/814	Misc. Small Tools	08/25/14	\$30.36
U.S. Bank Corporate Payment System	4246044555703473/814	Computer Software	08/25/14	\$54.41
U.S. Bank Corporate Payment System	4246044555703473/814	Office Supplies	08/25/14	\$237.12
U.S. Bank Corporate Payment System	4246044555703473/814	Building Maintenance & Repair	08/25/14	\$689.00
U.S. Bank Corporate Payment System	4246044555703473/814	Misc. Service & Supplies	08/25/14	\$36.00
U.S. Bank Corporate Payment System	4246044555703473/814	Special Expense	08/25/14	\$67.59
Upper Case Printing, Ink.	8558	Printed Permits	08/26/14	\$195.72
Upper Case Printing, Ink.	8559	Printed Envelopes	08/26/14	\$44.04
Van De Pol Enterprises, Inc.	0388153-IN	Diesel Fuel	08/25/14	\$478.00
Verizon Wireless	9731096565	Cell Phone Bill Aug 2014	08/26/14	\$394.87

Wastewater Sub-Total \$95,491.25

Community Center

Community Center Sub-Total \$0.00

Grand Total \$164,328.44

Request For Authorization To Pay Invoices (RFA)
For The Meeting On September 17, 2014
Town of Discovery Bay, D.Bay L&L Park #8
For Fiscal Year's 7/14 - 6/15

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
American Retrofit Systems	1021	Repair Entry Lights	09/08/14	\$150.00
American Retrofit Systems	1022	Lights and Control Cornell Park	09/08/14	\$150.00
Brut Force Janitorial	9/2014	Janitorial Service Sept 2014	09/01/14	\$310.00
Brut Force Janitorial	9A	Community Center-Janitorial Service Sept 2014	09/01/14	\$844.00
Cintas	185480600	Uniforms	08/26/14	\$18.66
Cintas	185480600	Community Center-Mats	08/26/14	\$28.05
Cintas	185481427	Uniforms	09/02/14	\$18.65
Cintas	185481427	Community Center-Mats	09/02/14	\$30.99
Cintas	185482256	Uniforms	09/09/14	\$19.39
Cintas	185482256	Community Center-Mats	09/09/14	\$30.99
Comcast	8155400350238372/814	Community Center-Internet Service	08/22/14	\$156.97
Commercial Tree Care	19455	Prune Trees	08/21/14	\$550.00
Connie Delazzar	4340	Community Center-Class Refund	08/08/14	\$75.00
Denalect Alarm Company	R11643	Community Center-Qtly Alarm Charge	09/04/14	\$96.00
Department of Justice	56338	Community Center-Finger Printing	09/04/14	\$98.00
Discovery Bay Disposal	17-0001966/082914	Com 2 Yd Bin Cornell Park	08/29/14	\$292.37
Discovery Bay Disposal	17-0013218/082914	Community Center-Com 2 Yd Bin	08/29/14	\$292.37
Discovery Pest Control	128318	Community Center-Pest Control	08/26/14	\$79.00
Hydropoint Data Systems, Inc.	HR110546/1033103	WeatherTrak Service	08/15/14	\$225.00
Kidz Love Soccer	2014SU-F122	Community Center-Program Fees	08/29/14	\$929.60
Kristen Corwin	4536	Community Center-Class Refund	08/27/14	\$49.00
Lincoln Equipment, Inc.	S1248741	Community Center-Pool Chemicals	08/29/14	\$697.71
Office Depot	727111573001	Community Center-Office Supplies	08/28/14	\$54.95
ProPet Distributors, Inc.	103084	Dogipot Liner Trash Bags	08/21/14	\$142.08
Sandy Anderson	4317	Community Center-Class Refund	08/05/14	\$75.00
Shred-It USA-Concord	9404084685	Community Center-Shredding Service	08/21/14	\$89.60
U.S. Bank Corporate Payment System	4246044555703473/814	Equipment	08/25/14	\$589.66
U.S. Bank Corporate Payment System	4246044555703473/814	Vehicle & Equipment Fuel	08/25/14	\$323.57
U.S. Bank Corporate Payment System	4246044555703473/814	Equipment Maintenance	08/25/14	\$114.34
U.S. Bank Corporate Payment System	4246044555703473/814	Misc. Small Tools	08/25/14	\$215.93
U.S. Bank Corporate Payment System	4246044555703473/814	Office Supplies	08/25/14	\$21.69
U.S. Bank Corporate Payment System	4246044555703473/814	Facility Maintenance	08/25/14	\$242.05
U.S. Bank Corporate Payment System	4246044555703473/814	Personal Protective Equipment	08/25/14	\$100.00
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Advertising	08/25/14	\$498.00
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Vehicle & Equipment Fuel	08/25/14	\$60.34
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Software Hosting	08/25/14	\$310.96
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Computer Software	08/25/14	\$49.99
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Facility Maintenance	08/25/14	\$24.34
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Building Maintenance	08/25/14	\$62.04
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Chemicals	08/25/14	\$115.90
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Misc. Service & Supplies	08/25/14	\$153.32
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-COGS	08/25/14	\$19.72
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Swim Team	08/25/14	\$581.85
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Food	08/25/14	\$82.99
U.S. Bank Corporate Payment System	4246044555703473/814	Community Center-Beverage	08/25/14	\$94.90
Verizon Wireless	9731096565	Cell Phone Bill Aug 2014	08/26/14	\$108.98
Woodmill Recycling Company	2014-3235	Green Waste Recycling	08/31/14	\$37.00
			Total	\$9,310.95

Request For Authorization To Pay Invoices (RFA)
For The Meeting On September 17, 2014
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/14 - 6/15

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Bay Area News Group	0000789862/2005834	Public Notice Ravenswood	07/31/14	\$51.77
Brentwood Ace Hardware	808/083114	Misc. Small Tools	08/31/14	\$72.05
Brentwood Ace Hardware	808/083114	Personal Protective Equipment	08/31/14	\$21.64
Brut Force Janitorial	9/2014	Janitorial Service Sept 2014	09/01/14	\$25.00
Cintas	185480600	Uniforms	08/26/14	\$18.65
Cintas	185481427	Uniforms	09/02/14	\$18.66
Cintas	185482256	Uniforms	09/09/14	\$19.39
Odyssey Landscape Co, Inc.	36039778	Monthly Maintenance	08/20/14	\$2,900.73
ProPet Distributors, Inc.	103084	Dogipot Liner Trash Bags	08/21/14	\$25.07
Superior Concrete Products	8369-SR-R2115	Posts and Rails	08/29/14	\$1,097.78
U.S. Bank Corporate Payment System	4246044555703473/814	Vehicle & Equipment Fuel	08/25/14	\$157.27
U.S. Bank Corporate Payment System	4246044555703473/814	Equipment Maintenance	08/25/14	\$33.51
U.S. Bank Corporate Payment System	4246044555703473/814	Misc. Small Tools	08/25/14	\$21.68
U.S. Bank Corporate Payment System	4246044555703473/814	Misc. Service & Supplies	08/25/14	\$102.46
Verizon Wireless	9731096565	Cell Phone Bill Aug 2014	08/26/14	\$108.98
			Total	\$4,674.64



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 17, 2014

Prepared By: Rick Howard, General Manager

Submitted By: Rick Howard, General Manager

Agenda Title

Adoption of Resolution No. 2014-24 for the Conflict of Interest Code Amendment for 2014

Recommended Action

Approve Amendment to the Conflict of Interest Code for the Town of Discovery Bay CSD and Adopt Resolution No. 2014-24

Executive Summary

On a Biennial basis, the Board of Directors of the Town of Discovery Bay CSD is required to review the Conflict of Interest Code (Code) to determine if it is necessary to amend. After a review of the existing Code, the District's General Manager and Legal Counsel recommend one change to the existing code.

The one recommended change is to reflect the change in title for the following position:

Parks and Recreation Manager (formerly Parks and Landscape Manager).

All other portion to the existing code, as adopted in August, 2012 shall remain in effect.

The Draft amended Conflict of Interest Code is attached.

Fiscal Impact:

Amount Requested \$N/A

Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

Attachments

Amended Conflict of Interest Code - 2014

Resolution No. 2014-24 for the Conflict of Interest Code Amendment for 2014

AGENDA ITEM: E-3



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Mark Simon • Vice-President – Chris Steele • Director – Kevin Graves • Director – Bill Pease • Director – Marianne Wiesen

CONFLICT OF INTEREST CODE FOR THE TOWN OF DISCOVERY BAY COMMUNITY SERVICE DISTRICT

The Political Reform Act, Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosed categories are set forth, constitute the conflict of interest code of the Town of Discovery Bay Community Service District.

Designated members and employees shall file statements of economic interests with the Town of Discovery Bay Community Service District. The statements will be available for public inspection and reproduction. (Gov. Code Section 81008).

APPENDIX

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Directors	All
General Manager	All
Water and Wastewater Manager	All
Parks & Recreation Landscape Manager	All
Finance Manager	All
Attorney	All
Consultants*	All

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and this is not required to fully comply with the disclosure requirements described in this section. Such a written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The President's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

DISCLOSURE CATEGORIES

1. All investments and business positions in business entities, and all sources of income and interests in real property that are required to be disclosed in the annual statement required in Government Code Section 87302. This category is known as full disclosure.

2. Investments in or income from persons or businesses engaged in the business of providing service or supplies, including, but not limited to, equipment; machinery, or office supplies, to the Town of Discovery Bay Community Services District, or could foreseeably provide services or supplies to the Town of Discovery Bay Community Services District

3. Interests in real property located in whole or in part within the boundaries of the Discovery Bay Community Services District, or within a two-mile radius of the Town of Discovery Bay Community Services District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interest is greater than \$2,000.00 that are required to be disclosed in the annual statement required in Government Code Section 87302.

4. Business positions, including, but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years had contracted with, or in the future may contract with, the Town of Discovery Bay Community Services District to provide services or supplies to the Town of Discovery Bay Community Services District.

5. Gifts received from any single source or person with a single gift value more than \$50 as well as gifts with a cumulative total of \$420 or more received in a 12 month period, as well as gifts required to be disclosed in the annual statement required in Government Code Section 87302.



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2014-24

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING THE CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et seq., and Government Code Section 87311 requires state and local government agencies to adopt and amend a Conflict of Interest Code as necessary; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation found at California Code of Regulations, Title 2, Section 18730, which contains the terms of a standard Conflict of Interest Code which may be adopted by reference; and

WHEREAS, it is necessary to amend the Conflict of Interest Code to reflect the current positions.

NOW THEREFORE, BE IT RESOLVED that the Board of Director amends the Conflict of Interest Code as set forth in the attached Conflict of Interest Code.

PASSED, APPROVED AND ADOPTED THIS 17th Day OF SEPTEMBER, 2014.

Mark Simon
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on September 17, 2014, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 17, 2014

Prepared By: Fairin Perez, Parks and Recreation Manager

Submitted By: Rick Howard, General Manager

Agenda Title

Consideration and Approval of Leash Free Dog Park at the Discovery Bay Community Center

Recommended Action

That the Board: 1) Approve site location for Leash Free Dog Park at the Discovery Bay Community Center; 2) Direct staff to work with community groups to assist with fundraising efforts; and 3) Return to the Board in 60 days with a project budget and financing plan.

Executive Summary

The Board has considered and has had a number of discussions regarding the establishment of an Off Leash Dog Park in Discovery Bay for a number of years. Most recently, the Board was presented with a number of options on this subject at the June 18, 2014 board meeting. At that time, staff presented the Board with a memo identifying a number of possible locations where an off leash park might be located. That memo is attached as a part of this report and outlines past Board direction and discussions beginning in 2011 through to February of this year. At the June 18, 2014 Board meeting, an optional Community Center site was presented to the Board. That site is at the area in the back of the Center behind the tennis courts and adjacent to the basketball court.

It is anticipated that most, if not all, project costs can be covered by fundraising activities, including promoting sponsorships (also attached), collecting donations and reaching out to volunteers.

At this time, staff is seeking Board input and direction.

Fiscal Impact:

Amount Requested \$ N/A

Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

None

Attachments

Memo – Dog Park Considerations
Potential Site Location (DBCC)
Estimated Project budget and Fundraising Goal
Dog Park Sponsorship Form

AGENDA ITEM: F-1



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Mark Simon • Vice-President – Chris Steele • Director – Kevin Graves • Director – Bill Pease • Director – Marianne Wiesen

Memo

To: Town of Discovery Bay CSD Board of Directors
From: Fairin Perez
Date: February 25, 2014
Re: Off-Leash Dog Area

Dear Board,

The installation/addition of an off-leash dog area at the Discovery Bay Community Center has been presented to you as part of the 2014 Earth Day volunteer project. Due to possible sensitivity of this issue as well as its lengthy history, I am providing a brief summary of the considerations for this recommended project.

In 2010-2011, after expressed resident requests and concerns over the safety issues and lack of appropriate off-leash areas for animals in Discovery Bay, the Board approved \$85,000 of Capital Improvement funding from Zone 8 for the construction of an official Dog Park. During preliminary research into District owned land in the Zone 8 boundary, it was determined that there was no suitable location (Cornell) for the Dog Park and staff broadened its search for a location into other Landscape Zones within Discovery Bay.

On December 8th, 2011 Staff presented conceptual plans for two newly identified areas for possible off-leash parks at a Special Public Meeting at Timber Point Elementary school. The areas considered were the landscaped area north of the Park and Ride along Bixler Road, and a portion of Slifer Park east of the Basketball Court. Ultimately, staff was directed to send a letter of support of the off-leash park being constructed at Slifer Park to Contra Costa County Special Districts Dept. (Owner).

In the interim, two major factors have slowed the progress of the project: 1) Capital improvement projects for Zones 57 and 61 have been tabled until a permanent agreement or transfer of Park ownership has occurred between the District and the County. 2) Possible developer intent on developing a dog park in the future Newport Point neighborhood off of Newport Drive.

On January 23, 2013 the Board adopted Ordinance No. 22, which prohibited animals off-leash at any District owned Park. Violators of this Ordinance face a fine of \$250 per occurrence. There remains no official off-leash area for residents to exercise their animals.

Recent conversations and sponsorship commitments started new discussions on possible locations. The area identified at the Community Center is almost fully fenced. It is irrigated and turfed. The location is not currently utilized for any recreational activities. Until future building additions on the Community Center site, this area would remain unused.

The location provides a small space for an off-leash park at very reasonable costs. It does not provide a full scale off-leash park, or one that provides for all of the accommodations that our residents have requested. However, it could potentially offer a temporary (2-3 years) solution for the lack of appropriate off-leash space for dog owners.

The addition of an off-leash dog area would bring additional attention and visitation to the new Community Center. The project can be installed for minimal costs. The off-leash area would offer residents a reasonable alternative to risking violation of Park Ordinances. It is for these reasons that Staff recommends adding the Off-leash dog park area to the volunteer project list for our 2014 Earth Day event.

Discovery Bay Community Center
Dog Park Option

Potential Layout



6' Chain Link Fence Addition - Gate necessary at Southern most location

Tree Work - Reduction of weight, raise limbs remove hazards

Basketball Court - Fill cracks with sand, remove posts, add dirt to edges to prevent tripping. Keep in place.

Other Considerations include, doggie stations and dog fountain (drinking).

Discovery Bay Dog Park

Sponsorship & Volunteer Form



The Town of Discovery Bay Community Services District is thrilled to announce that plans for the communities very first off-leash dog park are underway! BUT, we need your help to make this dream a reality. You can help us achieve this goal by volunteering your time during clean up and construction, or with monetary or materials donations. Every bit helps!

The park will be located at the Discovery Bay Community Center and will provide dogs and their owners a place to socialize, play and get out to stretch those legs! Our goal is to reach () hours of volunteer services and a \$() in materials and financial donations. If you are interested in sponsoring our off-leash park, please complete this form and return to Fairin Perez at 1601 Discovery Bay Blvd. or by e-mail to fperez@todb.ca.gov.

Name: _____ Business/Org.: _____

Address: _____

Phone: _____ E-mail: _____

___ ___ Yes! I'd like to volunteer my time to assist (4 Hour Minimum Commitment). *Volunteers will receive a sack lunch and a certificate of appreciation.*

SPONSORSHIPS:

_____ **Premier Sponsor:** \$500 Donation (Monetary, Contractor Services or Materials). *Contributors will receive a 2' x 3.5' sign* to be installed at the park site and inclusion into any marketing for the Park.*

_____ **Gold Sponsor:** \$250-\$500 Donation (Monetary, Contractor Services or Materials). *Contributors will receive a 18" x 24" sign* to be installed at the park site.*

_____ **Silver Sponsor:** \$50-\$250 Donation (Cash/Check Only). *Contributors will receive a certificate of appreciation.*

Sign artwork to be provided by Sponsor. Sign will remain one (1) year.





Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date
September 17, 2014

Prepared By: Fairin Perez, Parks & Recreation Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Award of Contract to Saviano Company Inc. for the Discovery Bay Community Center Tennis Court Renovations

Recommended Action

That the Board: (1) Award contract to Saviano Company Inc. in the amount not to exceed \$88,000.00 for the Discovery Bay Community Center Tennis Court Renovation; (2) Approve budget modification in the amount of \$20,000.00 from the Community Center Fund; and; (3) authorize the General Manager to execute all contract documents.

Executive Summary

The Town of Discovery Bay Community Services District (District) Board of Directors (Board) approved the Discovery Bay Community Center Tennis Court renovation project and budget in the amount of \$68,800.00 on the Discovery Bay Lighting and Landscape Zone 8 FY 14/15 Operating and Capital Budget on June 18, 2014.

Bid Analysis:

Staff requested bid proposals from the three surfacing repair contractors; Vintage Contractors, Sport Court Surfaces and Saviano Company Inc. Each contractor represents proprietary repair methods and materials, therefore, it should be noted that these bids are not easily comparable to each other. However, in attempt to have the repair methods as close as possible for comparison, Contractors were directed to provide two pricing options: (1) Price per court for crack fill and paint, and (2) Price per Courts for a more complete and long term repair. Staff will be prepared to discuss the details of each contractors bid options, including materials and methods. Please see the attached bid comparison sheet.

Staff is recommending using Saviano Company Inc. to provide a combination of different repair solutions. This would include using the fabric paving option for the Courts 1-2, which are most severely damaged. Courts 5-8 would receive only the crack fill and paint option. Cracks may reappear in a fairly short amount of time for the crack fill and paint option, but because Courts 5-8 have less damage, this is a viable procedure with the limited budget funding available. Screen replacements and posts on (2) courts are also included in the bid. Courts 3 & 4 would not be addressed at this time.

Proceeding with Staff recommendation as provided above would require a budget modification. The current project budget is approved at \$68,804.00 (in the form of WW Grant funding). Depending on contingency amounts spent on the project, the amount requested from the Community Center Fund is not anticipated to exceed \$20,000.00.

The contract may begin as soon as materials are received by the Contractor.

Environmental Review:

Staff previously reviewed the proposed project and found that the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Restoration or rehabilitation of deteriorated or damaged facilities). On August 20, 2014 the Board authorized the filing a Notice of Exemption for the Discovery Bay Community Center Tennis Court renovation project; which was then delivered and filed with the Contra Costa County Recorder's Office.

-Continued-

Financial Review:

Proceeding with Staff recommendation as provided above would require a budget modification. The current project budget is approved at \$68,804.00 (in the form of WW Grant funding). Depending on contingency amounts spent on the project, the amount requested from the Community Center Fund would not exceed \$16,116.00.

Full budget would include an initial contract budget of \$80,000.00 and a contingency to accommodate potential change orders up to \$8,000.00; for a total construction budget of \$88,000.00.

Fiscal Impact:

Amount Requested \$88,000.00 (Includes \$8,000.00 Contingency)

Sufficient Budgeted Funds Available?: No, requires up to \$20,000.00 in additional funding

Proj/Fund # CC (Zone 8) Category: Capital 4834

Previous Relevant Board Actions for This Item

June 18, 2014 – Adoption of Discovery Bay Lighting and Landscape Zone 8 2014/2015 Operating and Capital Budget

August 20, 2014 – Approval of Notice of Exemption, Discovery Bay Community Center Tennis Court Renovation

Attachments

Proposal – Saviano Company

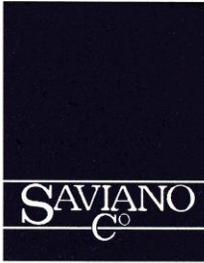
Proposal – Vintage Contractors

Proposal – Sport Court

Bid Comparison

AGENDA ITEM: F-2

Since 1963



Saviano Company Inc.
1020 Terra Bella Avenue
Mountain View, CA 94043-1830
Cont. Lic. CA #557093
Cont. Lic. NV #0056488
Cont. Lic. WA #SAVIAC1952NT
Cont. Lic. OR #134244
Cont. Lic. AZ #ROC230377
650-948-3274 Phone
650-960-0862 Fax
www.saviano.com

September 11, 2014

Discovery Bay Tennis Club
Attn: Fairin Perez
1601 Discovery Bay Blvd.
Byron, CA 94505

Phone: 925-303-0443
Email: fperez@todb.ca.gov

PROPOSAL / CONTRACT: Revised

Regarding: Court Work Options – 6 Courts
Project location: Same
Quoted by: Eric Hodges

We appreciate the opportunity to bid this project. Our firm's tennis court division has provided a turnkey operation to thousands of our clients over the decades. Saviano Co. Inc. has the in house staff and equipment which enables us to perform virtually every aspect of this project as needed. Due to our experience and knowledge in every segment of this undertaking, we believe that we are the best equipped organization for this endeavor. We look forward to presenting you with a quality job, on time and on budget.

Saviano Company, Inc. will supply all labor and materials necessary to complete the following:

OPTION #1, 6 Court Overlay:

Asphalt Work

- Clean out cracks and install crack filler on cracks 1/2" or greater.
- Install high strength self-adhesive fabric (Mirafi) over cracks on court surface larger than 1/8", and apply paving fabric over entire court surface. This two layer crack system will greatly reduce the probability of future cracking.
Install approximately 1 1/2" of asphalt concrete over paving fabric and compact
- Feather new asphalt along outside fence line to create a smooth transition.

Net Posts

- Raise existing net posts and center tie down. Reuse existing net.

Leveling Court

- Power wash court surface.
- Depressions 1/8" in depth shall be filled with resurfacing material.

- The minimum application will be at the rate of not less than 20 gallons of resurfacing material per 1,000 square feet.
- Apply resurfacing material with squeegees over entire court surface. Minimum of 2 coats.
- After each coat has cured, scrape off any ridges or excess material.
- The finished surface shall be smooth; free of ridges, valleys and tool marks.

Color Court

- Prep court.
- Apply 2 coats of color mixed with 90 mesh sand.
- Apply one coat of color without sand.
- All coats to be applied with squeegees and in accordance with manufacturer’s printed instructions.
- Court color to be owner’s choice using California Products or equal color selection:

INNER PLAYING AREA _____

OUTER PLAYING AREA _____

- Paint standard dimensioned court lines, 2” in width, using latex white paint. All lines shall be straight and true.

Other Items

- Owner is responsible for obtaining all permits.
- Owner must provide equipment access to courts.

Payment Terms

Due upon completion of paving	\$130,000.00
Due upon completion of project.....	<u>\$ 20,000.00</u>
Total price for this project	\$150,000.00

NOTE: Above price reflects prevailing wage paid for project.

Note: Paving fabric is one of the best ways to stop cracks from passing through to the asphalt concrete surface, and the paving fabric is far more cost effective than removing and replacing existing asphalt. Ask us for more information about this product.

Initial for Overlay_____

OPTION #2, 6 Court Resurface

- Prep court.
- Fill cracks as needed.
- Apply 2 coats of color mixed with 90 mesh sand.
- All coats to be applied with squeegees and in accordance with manufacturer’s printed instructions.

- Court color to be owner's choice using California Products or equal color selection:
 INNER PLAYING AREA _____
 OUTER PLAYING AREA _____
- Paint standard dimensioned court lines, 2" in width, using latex white paint. All lines shall be straight and true.

NOTES:

- Cracks may reappear, possibly within a short timeframe.
- On existing court, if work is done to address puddling issues the work may improve the condition, but will not totally alleviate the puddling.

Initial _____

Payment Terms

Due order of material	\$24,000.00
Due completion of project	<u>\$12,000.00</u>
Total price for this project	<u>\$36,000.00</u>

NOTE: Above price reflects prevailing wage paid for project.

Initial for Resurface _____

OPTION, Net Posts:

New net post installation is an additional \$1,500.00 per court cost to above Option prices.

Note: Saviano Co. Inc. was selected to assist and consult on the installation of the California Products cushion material for the 2008 Olympics in Beijing, China, and the 2011 Pan American Games in Mexico. Our firm was chosen for these and other projects because of our vast experience and superior workmanship, which we bring to each venture we work on. We look forward to working with you.

All invoices due upon receipt.

This quote valid for a period of 30 days from the above date

*Saviano Company, Inc.
 Experts in Tennis & Sports Court Installation and Restoration
 All types of grading and paving projects, structural demolition, and retaining walls.
 Licensed in California, Oregon, Washington, Nevada, Arizona and Hawaii*

STANDARD PROVISIONS

Contractor is not responsible for obtaining plans, permits, surveying, or soils testing unless specified in the Proposal/Contract.

Underground obstacles and unknown conditions shall be the responsibility of Owner (and therefore, may create an additional charge), for example, hit rock or water, underground water conditions or underground obstacles such as pipes, conduits, water lines, etc. If Owner so advises they are to be noted in the contract.

Access to the court area is the responsibility of Owner and Contractor shall not be responsible for any damage to driveways, lawns, etc., unless Contractor has failed to use reasonable care in the use thereof.

Court cracking, settlement or upheaval is not the responsibility of Contractor unless proven to be the result of defective materials or faulty workmanship. Cracking due to landslide, earthquake, erosion, hillside settlement, root intrusion, surface or underground soils movement, etc., is the responsibility of Owner.

There is no implied warranty or standard, that is to be met, other than what is specified in Saviano Company, Inc. contract. Also, overlaid courts new surface will generally follow the same slope and contours of the existing surface.

Contractor guarantees all materials and workmanship for a one year period. Surfacing is specifically guaranteed against delaminating, bubbling, flaking or other surfacing material failures for a period of one year, however, if applied over existing surfacing, Contractor's guarantee does not extend to the underlying materials.

Cracks in existing asphalt courts tend to reappear after patching. On existing court, work to address puddling issues may improve the condition, but will not totally alleviate the puddling.

Contractor's liability shall be limited to repairing or replacing, at its option, any defective work which is rejected by Owner. If the property where contractor installed its work has been subjected to abuse, misuse, alteration, neglect, unauthorized repair, or unauthorized installation are not covered by this warranty, normal wear and tear and adjustments that are necessary because of earth settlement or structural movement are not included. Contractor shall make the final determination as to the existence and cause of any alleged defects in Contractor's work.

This warranty is in lieu of any other warranty, express or implied. Contractor makes no other warranties, express or implied, including any warranty of fitness for a particular purpose or merchantability. In no event shall Contractor be liable for any indirect, special or consequential damages such as loss of profits or business opportunities.

Prices set forth in this Proposal/Contract are binding upon Contractor for a period of 30 days from the date of the Proposal/Contract, and throughout the terms of any resulting contract.

The parties agree that all claims and disputes by and between them shall be submitted to mediation by a mediator mutually agreeable to the parties. The cost of such mediation shall be borne equally by the parties. The foregoing agreement to mediate shall be specifically enforceable. If mediation is not successful, any controversy or claim arising out of or relating to this contract, or to the breach thereof, shall be resolved by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association. Judgment shall be entered on the arbitration award. Contractor shall be entitled to recover its attorneys' fees and legal costs from the owner.

NOTICE TO OWNER

Under California Mechanics' Lien Law, any Contractor, Subcontractor, Laborer, Supplier or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land or property where the work was performed and to sue you in a court to obtain payment.

This means that after a court hearing, your home, land, or property, could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you paid your contractor in full if the Contractor's Subcontractors, laborers or suppliers remain unpaid.

To preserve their rights to file a claim or lien against their property, certain claimants such as Subcontractor or Material Suppliers are each required to provide you with a document call a "Preliminary Notice". Contractors and Laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a Contractor, Subcontractor, Supplier or Laborer must file a mechanics lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanic's lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- Require that your Contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and the performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a Contractor cannot obtain such a bonding, it may indicate his or her financial incapacity.
- Require that payments be made directly to Subcontractors and Material Suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your Contractor. These services may also provide you with lien wavers and other forms of protection. Any joint control agreement should include the addendum by the registrar.
- Issue joint checks for payment, made out to both your Contractor and Subcontractors or Material Suppliers involved in the project. The joint checks should be made payable to those who send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore, you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- Upon making payment on any completed phase of the project, and before making any further payments, require your Contractor to provide you with unconditional "Waiver and Release" forms signed by each Material Supplier, Subcontractor and Laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationary stores will sell the "Waiver and Release" forms if your Contractor does not have them. The Material Suppliers, Subcontractors and Laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the Material Suppliers, Subcontractors and Laborers working on your project, you may obtain a list from your Contractor. On projects involving improvements to a single family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To Protect yourself under this option, you must be certain that all Material Suppliers, Subcontractors and Laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

NOTICE OF ACCEPTANCE

You are hereby authorized to furnish all material and labor required to complete the work mentioned in your attached proposal for which I (we) agree to pay the amount in said proposal according to the terms thereof to Saviano Company, Inc.

This contract includes _____ Pages.

By: _____

Date: _____

Print Name: _____

Title: _____

Homeowner or Agent (Circle One)

Print Name: _____

By: _____

Date: _____

Title: _____

At: Saviano Company, Inc.

Terms of Payment

- 1. Due on Presentation of Invoice.
- 2. 1.5% per month service charge will accrue on all past due balances.
- 3. Contractor reserves the right to stop work if any progress payment is not made.

NOTICE OF CANCELLATION

You may cancel this transaction without any penalty or obligation within 3 business days from the above date.

If you cancel any property traded in, any payments made by you under the contract or sale or any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or other written notice, or sent by courier to:

Saviano Company Inc.
1020 Terra Bella Avenue
Mt. View CA 94043

Not later than midnight 3 days after this proposal date, I hereby cancel this transaction.

By: _____

Date: _____

Initial _____

Saviano Company, Inc.
1020 Terra Bella Avenue
Mt. View, CA 94043
Phone (650) 948-3274 - Fax (650) 960-0862

Preliminary Notice Information Request
California 20 Day Notice Request Form

It would be greatly appreciated if you would provide this office with the information requested below, so that we can properly prepare a California 20 Day Notice as required by California State law. Please include an address for all information requested and **return by fax or mail**. If you have any questions, please the office number listed above.

To: _____ Job Number: _____
(office use only)

Project Description: _____
(office use only)

Project Location: _____

Legal Owner of Property: _____

Mailing Address of Owner: _____

City, State, Zip: _____

Project General Contractor (if other than Saviano Company):

Mailing address: _____

City, State, Zip: _____

Lender for this project: _____

(please indicate if this does not apply)

Mailing address: _____

City, State, Zip: _____

Thank you for your help.

PROPOSAL

VINTAGE CONTRACTORS, INC.

Contractors License 416130

2367 Ocean Avenue
 San Francisco, CA 94127
 (415) 282-1602
 FAX (415) 282-1603

North Bay (707) 253-1841
 Monterey (831) 658-0225

PROPOSAL SUBMITTED TO:			DATE July 21, 2014		
NAME Town of Discovery Bay			JOB NAME Discovery Bay Athletic Club Slipsheet		
STREET 1800 Willow Lake Rd			STREET 1601 Discovery Bay Blvd		
CITY Discovery Bay	STATE CA	ZIP 94505	CITY Discovery Bay	STATE CA	ZIP 94505
CONTACT Fairin Perez			PHONE 925 634 1733	CELL	FAX 925.513.2705

We hereby submit specifications and estimates for:

RECONSTRUCT EIGHT TENNIS COURTS SLIPSHEET TENNIS SURFACING

PROCEDURE:

1. Clean surface as necessary and clean out cracks.
2. Jet lance and fill cracks with oxyrene epoxy.
3. Install Slipsheet and Reinforcement Membrane I.
4. Install 1/2" top (requires 3-5 days curing).
5. Install Reinforcement Membrane II.
6. Apply Leveling and Resurfacer Courses.
7. Apply three coats Plexipave and playing lines...

QUOTE: 2 COURTS AT ONE MOBILIZATION - \$ 62,800.00
QUOTE: 4 COURTS AT ONE MOBILIZATION - \$112,500.00
QUOTE: ALL 8 COURTS - \$197,400.00

NOTES: Permanent solution to cracking. FIVE YEAR warranty. Free floating system allows cracks to move without reflecting through play surface. Staging area required. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Our workers are fully covered by Workmen's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 30 days. In event legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

We hereby propose to furnish labor and materials—complete in accordance with the above specifications, for the sum of:
 Payment due upon receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Our workers are fully covered by Workmen's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 30 days.

In event legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Authorized Signature: Tony Edwards

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

INSERT COLOR SELECTION _____

Accepted: _____

Signature: _____

Date: _____

Signature: _____

PROPOSAL

VINTAGE CONTRACTORS, INC.

Contractors License 416130

2367 Ocean Avenue
San Francisco, CA 94127
(415) 282-1602
FAX (415) 282-1603

North Bay (707) 253-1841
Monterey (831) 658-0225

PROPOSAL SUBMITTED TO:			DATE July 23, 2014		
NAME Town of Discovery Bay			JOB NAME Discovery Bay Athletic Club revised		
STREET 1800 Willow Lake Rd			STREET 1601 Discovery Bay Blvd		
CITY Discovery Bay	STATE CA	ZIP 94505	CITY Discovery Bay	STATE CA	ZIP 94505
CONTACT Fairin Perez		PHONE 925 634 1733	CELL	FAX 925.513.2705	

We hereby submit specifications and estimates for:

PLEXIPAVE RESURFACING FOR EIGHT TENNIS COURTS

PROCEDURE:

- Clean surface as necessary and clean out cracks.
- Jet lance and fill cracks with sand then Court Patch Binder or Plexipave crackfiller.
- Flood and fill water holes deeper than 1/4".
- Apply three coats Plexipave.
- Apply white playing lines for tennis; alternate color for pickle ball...

QUOTE: COURTS 1,2 - \$14,500.00
QUOTE: COURTS 3,4 - \$14,500.00
QUOTE: COURTS 5,6 - \$13,500.00
QUOTE: COURTS 7,8 - \$13,500.00

ADD OPTIONS:

- REPLACE Net Posts and Tennis Nets. sleeved into existing posts, net posts and standard nylon tennis nets... EACH COURT \$1,400.00
- Dig and pour new footings/sleeves if no sleeves in place, ... EACH COURT \$1,800.00
- REPLACE worn winscreens on courts 6,7,8 approx. 180 lineal feet... QUOTE: \$2,880.00

NOTES: All cracks will reappear. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Our workers are fully covered by Workmen's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 30 days. In event legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

We hereby propose to furnish labor and materials—complete in accordance with the above specifications, for the sum of:

Payment due upon receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Our workers are fully covered by Workmen's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 30 days.

In event legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Authorized Signature:

Tony Edwards

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

INSERT COLOR SELECTION _____

Accepted: _____

Signature: _____

Date: _____

Signature: _____



Jerry Abercrombie
 General Manager
 jerry@sportcourttennis.com

July 29, 2014

Fairin Perez
 Parks & Landscape Manager
 Town of Discovery Bay
 180 Willow Lake Road
 Discovery Bay, CA 94505-9376

Re: Eight Tennis Courts at 1601 Discovery Bay Blvd.

Dear Fairin:

Thank you for meeting with me this morning to discuss repairing and resurfacing the eight tennis courts at Discovery Bay. Below is a chart of the crack situation on the eight courts.

Courts	Lineal Feet of Cracks Interior Court	Lineal Feet of Cracks Exterior Court	Total Cracks
1	523'	400'	923'
2	650'	300'	950'
3	600'	450'	1,050'
4	600'	500'	1,100'
5	65'	500'	565'
6	270'	285'	555'
7	150'	225'	375'
8	260'	320'	580'

Sport Court Tennis provides a range of repair and resurfacing options for you to consider for your Town's tennis courts. No matter which option is chosen we recommend that we do the following:

- Sand the courts down first
- Clean out and then fill the cracks with acrylic court patch binder. Allow court patch binder to dry and then sand down cracks.

Corporate Office
 1510 Second Avenue
 Walnut Creek, CA 94597
 925.487.7639 Mobile



Jerry Abercrombie
General Manager
jerry@sportcourttennis.com

The above is the base level of repair that would be necessary no matter which option is selected. Below are the various options that we also provide:

- Patch and Paint
- Application of the Guardian Crack Repair System
- Application of the Premier Court Synthetic Overlay System

Patch and Paint

With this base level repair option, we complete the above described recommended repair and then apply three coats of acrylic colors to the interior of the courts and two to three coats of acrylic colors to the out-of-bounds areas. With simply applying acrylic court patch binder to the courts there is no guarantee as to how long the cracks will remain closed and it is normal and expected that the cracks will return, sometimes very quickly. You had indicated that you were not interested in just having the cracks repaired with acrylic patch compound and then simply re-color coated with acrylics. You were aware that this was just a short term fix and that the cracks could return fairly quickly.

The Guardian Crack Repair System

The BEST crack repair method to consider is using the **Guardian Crack Repair System** on all of cracks. As we discussed, I have provide pricing where we only use Guardian Crack Repair System on the interior court cracks, as well as the all court cracks. Playability is also where the Guardian Crack Repair System excels. With this option, additional coatings of Acrylic Resurfaces is applied over the cracks. The exclusive "Peel and Seal" technology provides a crack repair that is fully adhered to the existing court base. Complaints of other types of crack repair systems such as dead spots, roping, delaminations, bubbling are not relevant with the Guardian Crack Repair System due to the fact that the system is fully adhered. As we discussed, the Guardian Crack Repair System is far superior to lesser crack repair products available over-the-counter or off of the internet for cheap do-it-yourself repairs. The Guardian Crack Repair System is twice as thick and three times the width of products like Rite-Way. And the Guardian Crack Repair system has been in the market successfully for over eight years and has a two-year warranty.

Application of the Premier Court Synthetic Overlay System

Premier Court is a synthetic cushioned overlay system that is used for ATP, WTA, Fed Cup and Davis Cup matches and events. It is a maintenance free tennis surface that will eliminate the existing crack problems and provide the most comfortable, cushioned playing surface available. The patented, "Free Floating" system creates a weatherproof barrier that eliminates cracking and the reoccurring costs associated with continual repairs or reconstruction of existing

Corporate Office
1510 Second Avenue
Walnut Creek, CA 94597
925.487.7639 Mobile



Jerry Abercrombie
 General Manager
 jerry@sportcourttennis.com

problem courts. The 25-year Manufacture’s Warranty guarantees long term playability. (Note: If Premier Court is applied it would not be necessary to apply one to two coatings of acrylic resurface prior to application of Premier Court.)

Resurfacing Options & Pricing

Below is the pricing of repairing the eight tennis courts at the Discovery Bay Community Center.

Courts	“Patch and Paint” (Cracks will return fairly quickly)	The Guardian Crack Repair System on interior Court Cracks Only	The Guardian Crack Repair System on ALL Court Cracks	Premier Court Synthetic Overlay
1 & 2	\$18,587	\$37,680	\$45,905	\$77,087
3 & 4	\$19,488	\$39,311	\$50,474	\$77,988
5 & 6	\$16,140	\$24,256	\$33,480	\$74,640
7 & 8	\$15,604	\$24,354	\$30,758	\$74,104

On Court 3, one of the tennis posts has been cut off. The other tennis post sleeve appears to be in working order. It would run between \$3,000 - \$5,000 to jack hammer out the existing net pole footings and to install new sleeves and net poles, as well as haul away and dispose of the excavated materials. Depending upon the scope of the resurfacing project, the net pole repair could be a bit less.

Additionally, it would be necessary to identify birdbaths or depressions that are holding water on the courts. It would run \$5.00 per square foot to float or fill any identified birdbaths. There were some raised areas along the perimeters of courts 5 & 6 and 7 & 8 that may need to be burned down with an asphalt court. Once we know what the scope of the entire project is I will be able to provide a better number for repairing these raised areas if you want to have them dealt with (they are on the extreme perimeter of the courts and may not need to be addressed).

Sport Court Tennis holds a class “A” General Engineering contractor’s license with the State of California. Our Contractor’s License number is #497582. We are also a Certified Tennis Court Builder with the American Sport Builders Association. We have both Liability Insurance and Workman’s Compensation Insurance, and will provide proof of Auto Liability Insurance as well. Sport Court Tennis is factory trained and certified in the application of the Guardian Crack Repair System and the Premier Court Overlay. Sport Court has successfully completed multiple projects in the Bay Area with the Guardian Crack Repair System.

Corporate Office
 1510 Second Avenue
 Walnut Creek, CA 94597
 925.487.7639 Mobile



Jerry Abercrombie
General Manager
jerry@sportcourttennis.com

Please let me know if you have any questions, or require any additional information. I can be reached on 925.487.7639 (cell), 925.932.4108 (office) or at jerry@sportcourttennis.com.

Sincerely,

A handwritten signature in blue ink that reads 'Jerry'.

Jerry Abercrombie
Director – Sport Court Tennis

Corporate Office
1510 Second Avenue
Walnut Creek, CA 94597
925.487.7639 Mobile

Discovery Bay Community Center
Tennis Court Resurfacing Options / Bids

	Courts 1 & 2	Courts 3 & 4	Courts 5 & 6	Courts 7 & 8	Replace Net Posts & Nets (2)	Windscreens	Total
Vintage Contractors							
Option 1 - Crack Fill & Surface*	\$ 14,500.00	\$ 14,500.00	\$ 13,500.00	\$ 13,500.00	\$ 6,400.00	\$ 2,880.00	\$ 65,280.00
Option 2 - Slipsheet (2 Courts)	\$ 62,800.00				\$ 6,400.00	\$ 2,880.00	\$ 72,080.00
Option 3 - Slipsheet (4 Courts)	\$	112,500.00			\$ 6,400.00	\$ 2,880.00	\$ 121,780.00
Option 4 - Slipsheet (8 Courts)	\$			197,400.00	\$ 6,400.00	\$ 2,880.00	\$ 206,680.00
Sport Court Tennis							
Option 1 - Crack Fill & Surface*	\$ 18,587.00	\$ 19,488.00	\$ 16,140.00	\$ 15,604.00	\$ 8,000.00		\$ 77,819.00
Option 2 - Guardian Crack (Interior)	\$ 37,680.00	\$ 39,311.00	\$ 24,256.00	\$ 24,352.00	\$ 8,000.00		\$ 133,599.00
Option 3 - Guardian Crack (Exterior)	\$ 45,905.00	\$ 50,474.00	\$ 33,480.00	\$ 30,758.00	\$ 8,000.00		\$ 168,617.00
Option 4 - Premier Court Overlay	\$ 77,087.00	\$ 77,988.00	\$ 74,640.00	\$ 74,104.00	\$ 8,000.00		\$ 311,819.00
Saviano Tennis							
Option 1 - Crack Fill & Surface*	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 1,500.00		\$ 49,500.00
Option 2 - Paving Fabric	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 1,500.00		\$ 201,500.00

Staff Recommendation Solution	Courts 1-2	Courts 5-8	TDB
Saviano Tennis - Paving Fabric	\$ 50,000.00		
Saviano Tennis - Crack Fill & Surface		\$ 24,000.00	
Saviano Tennis - Net Post Replacement (2)			\$ 3,000.00
Saviano Tennis - Windscreens (Estimate)			\$ 3,000.00
Item Subtotals	\$ 80,000.00		
Contingency	\$ 8,000.00		
PROJECT TOTAL	\$ 88,000.00		
WW Grant Fund	\$ (68,804.00)		
Community Center Fund	\$ (19,196.00)		



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date
September 17, 2014

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Adoption of Resolution No. 2014-23 Establishing Internal Revenue Code Section 125 Cafeteria Benefit Plan

Recommended Action

That the Board: 1) Adopt Resolution No. 2014-23 Establishing an Internal Revenue Code Section 125 Cafeteria Benefit Plan; 2) Establish Total Administration Services Corporation as the District's Third Party Administrator; and 3) Direct the General Manager to execute all Plan documents.

Executive Summary

During the preparation of the FY 2014-15 operating budget, funding was included to establish an Internal Revenue Code (IRC) Section 125 Plan, also known as a Cafeteria Plan or Flexible Spending Account (FSA). A FSA is a separate written plan maintained by an employer for employees that meet specific requirements of Section 125 of the Internal Revenue Code. It allows employees an opportunity to receive certain types of benefits on a pretax basis.

Staff has evaluated two different companies to provide Third Party Administrator services, and Total Administration Services Corporation, or TASC, meets the needs of the District, as well as representing the lowest overall plan costs (see attached comparison worksheet). The annual program costs to the District for the first year (including set up fees) is \$1,342.00, with subsequent years at \$1,142.00, depending on the number of participants. If there are more participants, program costs will be marginally higher, and if the number of participants is lower, program costs will marginally decrease. However, the cost to enroll each participant is \$6.50 monthly or \$91.00 annually.

Employer contributions to the cafeteria plan are usually made pursuant to payroll deduction in which the employee agrees to contribute a portion of his or her salary on a pre-tax basis to pay for the qualified benefits. These payroll contributions are not received by the participant, thus not subjecting those wages for federal income tax purposes. The District will benefit from lower payroll taxes. Because an FSA Plan offers a tax-advantage, employers experience tax savings from reduced taxes on participating employees. These tax savings reduce or may altogether eliminate the various costs associated with offering the plan.

Staff has attached a FAQ circular from the IRS that addresses Section 125 Plans, as well as informational materials provided by TASC that demonstrate their range of services as a Third Party Administrator.

Fiscal Impact:

Amount Requested \$ 1,342.00
Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)
Prog/Fund # Category: Pers. X Opt. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

Adoption of FY 2014-15 Operating Budget

Attachments

Cost Breakdown Worksheet 125 Cafeteria Plan
IRS FAQ Sheet
TASC Informational Materials
Resolution No. 2014-23 Establishing Internal Revenue Code Section 125 Cafeteria Benefit Plan

AGENDA ITEM: F-3

125 Cafeteria Plan - Flexible Spending Account

Type of Charge	TASC	Bentley Yates
Set-Up Fee (one-time charge)	\$250.00	\$100.00
Document set-up (one-time fee)		\$325.00
Administration Fee (per Participant, per month)	\$6.50	\$5.25
<i>TODB Staff (14 employees) Annual</i>	\$1,092.00	\$100.00
Annual Renewal Fee	\$50.00	\$250.00
Client Relationship Manager	no fee	no fee
Short Plan Year Management	no fee	no fee
TODB Year 1 cost	\$1,342.00	\$1,625.00
TODB Year 2 and beyond cost	\$1,142.00	\$1,450.00



Federal, State, & Local Gov'ts Topics

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- [FSLG Newsletter](#)
- [FSLG Customer Services](#)
- [FSLG Fact Sheets](#)
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- [FSLG Toolkit](#)
- [FSLG Work Plan](#)
- [Federal, State, & Local Gov'ts Home](#)

FAQs for government entities regarding Cafeteria Plans

These frequently asked questions and answers are provided for general information only and should not be cited as any type of legal authority. They are designed to provide the user with information required to respond to general inquiries. Due to the uniqueness and complexities of Federal tax law, it is imperative to ensure a full understanding of the specific question presented, and to perform the requisite research to ensure a correct response is provided.

What is a cafeteria plan?

A cafeteria plan is a separate written plan maintained by an employer for employees that meets the specific requirements of and regulations of section 125 of the Internal Revenue Code. It provides participants an opportunity to receive certain benefits on a pretax basis. Participants in a cafeteria plan must be permitted to choose among at least one taxable benefit (such as cash) and one qualified benefit.

A qualified benefit is a benefit that does not defer compensation and is excludable from an employee's gross income under a specific provision of the Code, without being subject to the principles of constructive receipt. Qualified benefits include the following:

- Accident and health benefits (but not Archer medical savings accounts or long-term care insurance)
- Adoption assistance
- Dependent care assistance
- Group-term life insurance coverage
- Health savings accounts, including distributions to pay long-term care services

The written plan must specifically describe all benefits and establish rules for eligibility and elections.

A section 125 plan is the only means by which an employer can offer employees a choice between taxable and nontaxable benefits without the choice causing the benefits to become taxable. A plan offering only a choice between taxable benefits is not a section 125 plan.

Who may receive benefits under a cafeteria plan?

The plan may make benefits available to employees, their spouses and dependents. It may also include coverage of former employees, but cannot exist primarily for them. See the questions below for treatment of benefits made available to individuals who are not spouses or dependents of the employee.

Is there a filing requirement for a cafeteria plan?

Generally, no. If you only have a cafeteria plan, you are not required to file Form 5500 or Schedule F. However, if you have a welfare benefit plan, you may be required under Department of Labor regulations to file a return for that plan. Please see the Form 5500 Instructions or contact the U.S. Department of Labor for more information. Assistance is also available from our [Customer Account Services](#) office.

How does a cafeteria plan work?

Employer contributions to the cafeteria plan are usually made pursuant to salary reduction agreements between the employer and the employee in which the employee agrees to contribute a portion of his or her salary on a pre-tax basis to pay for the qualified benefits. Salary reduction contributions are not actually or constructively received by the participant. Therefore, those contributions are not considered wages for federal income tax purposes. In addition, those sums generally are not subject to FICA and FUTA. See Sections 3121(a)(5)(G) and 3306(b)(5)(G) of the Internal Revenue Code.

The above discussion provides only the most basic rules governing a cafeteria plan. For a complete understanding of the rules, see the Proposed Regulations under Code section 125.

What is a flexible spending arrangement?

A flexible spending arrangement (FSA) is a form of cafeteria plan benefit, funded by salary reduction, that reimburses employees for expenses incurred for certain qualified benefits. An FSA may be offered for dependent care assistance, adoption assistance, and medical care reimbursements. The benefits are subject to an annual maximum and are subject to an annual "use-or-lose" rule. The maximum amount of reimbursement which is reasonably available to a participant for such coverage must be less than 500 percent of the value of the coverage. In the case of an insured plan, the maximum amount reasonably available must be determined on the basis of the underlying coverage. An FSA cannot provide a cumulative benefit to the employee beyond the plan year.

A town has a cafeteria plan (section 125 plan), which offers dependent care assistance. The benefits received by an employee exceed \$5,000. How is this benefit reported on Form W-2?

An employee can generally exclude from gross income up to \$5,000 of benefits received under a dependent care assistance program each year. The limit is reduced to \$2,500 for married employees filing separate returns. The exclusion cannot be more than the earned income of either the employee or the employee's spouse. The total dependent care benefits the employer paid to the employee or incurred on the employee's behalf (including amounts from a section 125 plan) should be reported in Box 10 of Form W-2. Any amount over \$5,000 should be included in Boxes 1, 3, and 5, as "wages," "social security wages" and "Medicare wages." See [Publication 535](#) and [Publication 15-A](#) for additional information.

What remuneration under a cafeteria plan is not subject to FICA, FUTA, Medicare tax or income tax withholding?

Generally, qualified benefits under a cafeteria plan are not subject to FICA, FUTA, Medicare tax, or income tax withholding. However, group-term life insurance that exceeds \$50,000 of coverage is subject to social security and Medicare taxes, but not FUTA tax or income tax withholding, even when provided as a qualified benefit in a cafeteria plan. Adoption assistance benefits provided in a cafeteria plan are subject to social security, Medicare, and FUTA taxes, but not income tax withholding. If an employee elects to receive cash instead of any qualified benefit, it is treated as wages subject to all employment taxes. For more information, see [Publication 535](#), Chapter 5 or [Publication 15-A](#).

Can a cafeteria plan make advance reimbursements for medical expenses?

No. Employees can only be reimbursed for allowable, documented expenses incurred during the plan year, after the expenses have been substantiated.

A town has a cafeteria plan which offers health care benefits to domestic partners. Does a domestic partner and his or her child qualify to be covered under the health plan?

Cafeteria plans can offer health insurance to employees, their spouses and their dependents. The domestic partner and dependents in this case may not be participants in a cafeteria plan because they are not employees, but the plan may provide benefits to them. For example, a domestic partner may not be given the opportunity to select or purchase benefits offered by the plan, but the domestic partner may benefit from the employee's selection of family medical insurance coverage or of coverage under a dependent care assistance program.

Page Last Reviewed or Updated: 28-Jan-2014

A Valuable Pre-Tax Benefit with Innovative Service Features

Flexible Spending Accounts (FSA) are among the nation's leading employer-sponsored benefit programs and provide significant pre-tax savings to both employees and employers alike. Employees **save nearly 30%** on their eligible healthcare and/or dependent care expenses, while employers save on payroll taxes for each and every dollar of employee participation. In addition, employers will be providing a valuable benefits program with innovative service tools to help attract and retain motivated employees.

FlexSystem Offers Cutting-Edge Technology

Eligible employees will enjoy a variety of features with their FlexSystem account and the quick turnaround on their reimbursement requests.

Mobile Tools. Accessible Account Options. Fast Reimbursements.

FlexSystem Participants have easy access to their account through the MyTASC Website and IVR Phone, as well as the MyTASC **Mobile App** and **Text Messaging** tools -- allowing them to access their account from anywhere at anytime!

With these innovative services, outstanding administration, and our new **Claim Connex™** technology, it has never been easier for Participants to access their account, request a reimbursement, and receive their funds.

For the employer, TASC offers **MyService Center** online offering immediate access to Plan activity and service-level reporting for their TASC accounts. This dynamic client tool provides up-to-date information with greater transparency and accountability of our services.

The TASC Card Convenience and MyCash

The **TASC Card** gives FlexSystem Participants a convenient way to pay for their eligible FSA healthcare and/or dependent care expenses. Qualifying TASC Card purchases are paid directly from the Participant's FlexSystem account balance, thereby minimizing out-of-pocket expenses and the need for reimbursement.

With the **MyCash** account feature, FlexSystem Participants have the option to auto-deposit their reimbursement(s) into their MyCash account. MyCash funds are accessible with the TASC Card for any non-FSA purchase at any VISA retailer or by cash withdrawal via the ATM network. This unique feature allows the TASC Card to be used as a *cash card* in addition to a benefits card!

FlexSystem Plan Types

- Healthcare FSA
- Dependent Care FSA
- Commuter/Parking FSA
- Premium Only Plan (POP) FSA*

Employer Features

- MyService Center — online Client access
- All-inclusive fees — no hidden charges
- Unique funding arrangement:
 - FlexSystem floats uniform coverage dollars
 - Auto ACH of Plan funds
 - Mirror imaging of payroll
- Online enrollment and Plan implementation
- Exclusive VeriFlex process to substantiate reimbursement requests
- No ties to any insurance or other employee benefit plan
- Exclusive Audit Guarantee

Participant Features

- Multiple Self-Service options: Internet, IVR Phone, Mobile App, and Text Messaging (SMS)
- Convenient TASC Card for eligible purchases
- MyCash Account option for reimbursements
- 24-hour turnaround on reimbursements
- Simplified claim process with Claim Connex™ (Carrier electronic file feed may be available)
- Robust online tools for account management
- Easy online enrollment or re-enrollment

**Service options are limited for the POP FSA.*



Total Administrative Services Corporation

2302 International Lane | Madison, WI 53704-3140

FSA | HRA | HSA | COBRA | FMLA | ERISA | PAYROLL

Agenda Item F-3

www.tasconline.com | 888.595.2261 | sales@tasconline.com | FX-3539-051512



TASC Card: Convenience and Simplicity for Your FSA Participants

The **TASC Card** gives your FlexSystem Participants a most convenient way to pay for their eligible FSA expenses. With a benefits card feature, Plan participation and contributions increase by an average of 25%, which leads to an increased savings on payroll taxes!

MyBenefits: FSA Made Easy

Rather than a Participant paying out-of-pocket and waiting to be reimbursed, the TASC Card purchase is automatically deducted from their FlexSystem FSA balance (MyBenefits) and paid directly to the authorized healthcare and/or dependent care provider.

Minimize the need to submit a claim and wait for reimbursement!

The TASC Card is accepted for eligible FSA purchases at any merchant or supplier who accepts VISA.

MyCash Account for Reimbursement Deposits

With the **MyCash** feature, FlexSystem reimbursements are deposited directly into the Participant's MyCash account on their TASC Card (unless bank Direct Deposit is elected).

MyCash funds can be accessed with the swipe of the TASC Card for any purchase (non-FSA), acting as a cash card. Participants may spend their MyCash funds any way and anywhere VISA is accepted. Two accounts (MyBenefits and MyCash) on one card make the TASC Card more versatile than ever!

- Avoid embarrassing declines. MyCash funds can be used to cover eligible or ineligible expenses if they are not paid from the MyBenefits account.
- Purchase retail and healthcare items together in one transaction.
- Transfer funds in MyCash to a personal savings or checking account, or withdraw at an ATM.
- Access cash via the ATM with a PIN.
- Integrated with MyTASC and works with existing FlexSystem Accounts.

Value-Added Feature with FlexSystem

The TASC Card is included in your FlexSystem Plan at no additional cost to you or your employees. Cards are issued upon enrollment and are good for up to three (3) years. Participants may also request one additional TASC Card for a spouse or dependent at no additional cost.

Employer Benefits

- Encourages greater FSA participation and increased contributions by your employees (leading to more tax savings for you!).
- Reduces paperwork.

Participant Benefits

- MyCash account for reimbursement deposits and cash card functionality.
- Minimized out-of-pocket spending.
- Minimized need for a reimbursement check.
- 24/7 online account access.
- One additional card for spouse or dependent at no charge.
- Easy online account management:
 - MyTASC Online with MyCash Manager
 - MyTASC Mobile App
 - MyTASC Text Messaging (SMS)

The TASC Card is included with the following FlexSystem Plans:

- FlexSystem FSA Healthcare
- FlexSystem FSA Dependent Care
- FlexSystem Transportation FSA



TASC Mobile

Benefits on the Go!

TASC Mobile offers a free mobile app and text messaging capabilities to FlexSystem Participants, allowing them to access their account from anywhere and at any time from their mobile device.

These mobile features (and much more) are all-inclusive when you choose **FlexSystem** as part of your employee benefits program.

Your employees will enjoy these flexible options to securely check balances, view transaction details, access plan information, request a reimbursement, and submit substantiation...*all while on the go!*

Fast and Accessible Account Access!



Available for the following FlexSystem Plans:

Healthcare FSA, Dependent Care FSA, SIMPLE FSA, and Transportation Reimbursement Accounts.

Supporting paperless business for an eco-friendly environment.

MyTASC Mobile Application

- Free download from the Apple® or Android Market™ to smart phones and tablets
- Check real-time balances on FlexSystem accounts
- Request for Reimbursement Wizard
- Submit substantiation (capture receipts with embedded camera)
- View MyCash balance and transactions
- Access plan information and elections
- Secure login with MyTASC username and password; memory recognition

MyTASC Mobile Text Messaging

- Participant-activated through MyTASC account online
- Obtain current account balance
- Submit a Request for Reimbursement
- Use 2-way instant communication
- Receive automated reimbursement status alerts

Download the mobile app and get more information at:

www.tasconline.com/mobile





**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2014-23

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
ESTABLISHING A CAFETERIA BENEFIT PLAN PURSUANT TO
INTERNAL REVENUE CODE SECTION 125**

WHEREAS, Internal Revenue Code Section 125 allows employers the ability to establish a Cafeteria Plan that is compliant with that section of the Internal Revenue Code; and

WHEREAS, The Town of Discovery Bay Community Services District has determined that a Section 125 Plan will benefit both employees and the employer; and

WHEREAS, all budgeted and authorized Full Time and Part Time positions are covered by this Resolution; and

WHEREAS, the Cafeteria portion of the Plan shall be 100% fully employee funded through payroll deduction with pre-tax funds; and

WHEREAS, the Town of Discovery Bay Community Services District will be responsible for all administrative costs associated with the ongoing program.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Board of Directors authorizes participation in an Internal Revenue Code Section 125 Cafeteria Plan (as defined by the IRS) for all authorized employees and authorize the General Manager to execute any necessary documents to facilitate this action.

SECTION 2. That the Cafeteria Plan portion of the program be employee funded through payroll deduction and that the District be responsible for Third Party Administrative costs.

SECTION 3. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 17th DAY OF SEPTEMBER, 2014.

Mark Simon
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on September 17, 2014, by the following vote of the Board:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Richard J. Howard
Board Secretary



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date
September 17, 2014

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Resolution No. 2014-22 establishing FY 2014-15 Town of Discovery Bay Community Services District Capacity Fee Program

Recommended Action

Rescind Resolution No. 2014-17 and Adopt Resolution 2014-22 Establishing Capacity Fee Charges for FY 2014-15 and Beyond.

Executive Summary

On August 20, 2014, the Board of Directors adopted Resolution No. 2014-17 establishing Capacity Fees for FY 2014-15 and beyond. At that meeting, the Town's financial consultant, Bartle Wells Associates (BWA), recommended that the recommended wastewater fees be increased by an additional \$100.00 due to eighty permits being applied for and issued prior to the fee increase becoming effective. This action resulted in the Capacity Fee being set at \$12,420.00.

Additionally, in the preparation of the study, the District's Water Engineer provided water Equivalent Dwelling Units (EDU's) to BWA that were inaccurate. In the September 3, 2014 adopted report, the number of water capacity fees reserved to the Hofmann Company pursuant to previous agreements was identified as 213 EDU's. That figure is actually 284 EDU's and is consistent with the 2012 Capacity Fee study. That correction resulted in an increase of \$150/EDU for all non-committed water EDU's.

Out of an abundance of caution, it is prudent to memorialize the Board's actions of September 3, 2014 as well as correct the number of reserved water capacity EDU's, as noted above.

BWA has completed their analysis, and it is thoroughly described in the attached *Final* Technical Memorandum dated September 11, 2014. It should be noted that the capacity fees that are recommended as a result of this study are \$4,850.00 for Water services and \$12,030.00 for Wastewater services, for a total of \$16,880.00. The table below shows the recommended fees as a result of the aforementioned changes

:

Capacity Fees	Proposed
Water	\$4,850.00
Wastewater	\$12,030.00
Total	\$16,880.00

There is a separate fee structure for committed capacity to the Hofmann Company pursuant to pre-existing agreements with the Town. Those fees are identified on Table 14 (Page 13) of the report.

Fiscal Impact:

Amount Requested

Previous Relevant Board Actions for This Item

August 20, 2014 Adoption of Resolution No. 2014-17 establishing the existing Capacity Fees schedule

Attachments

"Final" Bartle Wells Associates FY 2014-15 Capacity Fee Study September 11, 2014
Resolution No. 2014-22

AGENDA ITEM: F-4



TO: Rick Howard, General Manager, Town of Discovery Bay Community Services District

FROM: Thomas Gaffney, Principal, and Alison Lechowicz, Analyst

DATE: **Corrected** - September 11, 2014

SUBJECT: Water and Wastewater Capacity Fee – 2014 Update

DRAFT
TECHNICAL MEMORANDUM

Introduction

The Town of Discovery Bay Community Services District (“Town”) provides water supply, treatment, and delivery as well as wastewater collection, treatment, and disposal to approximately 14,000 residents. The Town recently completed master plans that determined the level of growth for the community through FY2021 and identified needed facility improvements. Some improvements are needed to correct deficiencies in existing facilities and other improvements are needed to expand capacity to serve future development. In addition, the Town has received guidance from the Regional Water Quality Board (“Regional Board”) that the Town’s wastewater treatment plant must add effluent filtration by 2019 and denitrifying facilities by 2024 in order to meet regulatory requirements.

This Technical Memorandum was developed with the goal of fairly assigning the cost of improvements to existing and future customers and to calculate capacity fees that recover these costs.

Existing and Future Connections

As a first step in this analysis, the existing capacity of water and wastewater facilities was reviewed. The Water Master Plan by Luhdorff & Scalmanini Consulting Engineers, January 2012 (“Water Master Plan”) determined that existing average day demand on the system is 3.658 million gallons per day (“mgd”). The Water Master Plan describes build-out of the Town occurring in the 2021 with a build-out capacity of 4.465 mgd.

Existing flow of the wastewater system is 1.800 mgd with 0.208 in additional capacity committed to Hofmann. The wastewater system is expected to grow by 0.412 mgd through FY2021 as described in the Wastewater Treatment Plant Master Plan by Stantec Consulting Services Inc., October 2011, and in the Wastewater Master Plan Addendum (“Wastewater Master Plan”).

The master plans identify the typical water demand of a residential customer as about 533 gallons per day and the typical wastewater flow of a residential customer as about 335 gallons per day. This demand and flow is used to determine the number of equivalent dwelling units (“EDUs”) of the Town. Table 1 summarizes the existing, committed, and build-out water demand and wastewater flows of the Town.

Under a contractual agreement with the Town, the Hofmann Land Development Company (“Hofmann”) contributed significant facilities to the water and wastewater systems in exchange for committed capacity. For the purpose of this analysis, Hofmann’s committed capacity is treated as existing demand. Because Hofmann has already provided significant investment in the water and wastewater systems in order to expand and improve the system for future growth, Hofmann’s committed capacity is charged a reduced capacity fee based on the contractual agreement. Hofmann’s remaining committed capacity was developed by the Town. Hofmann’s committed capacity and capacity fees are discussed throughout this report.

**Table 1
Projected Growth
Town of Discovery Bay**

Water System			
Existing Demand (1)	3.658	mgd	81.9%
Committed Capacity	0.152	mgd	3.4%
Expected Growth FY2012 to 2021	<u>0.656</u>	mgd	<u>14.7%</u>
Build-out Demand (1)	4.465	mgd	100.0%
Present (2)	6,865	EDUs	
Committed Capacity (3)	284	EDUs	
Expected Growth FY2012 to 2021	<u>1,231</u>	EDUs	
Build-out (2)	8,380	EDUs	
Demand per EDU	533	gal/day	
Wastewater System (4)			
Average Flow	1.800	mgd	74.4%
Committed Capacity	0.208	mgd	8.6%
Transitional Customers	0.027	mgd	1.1%
Expected Growth FY2012 to 2021	<u>0.385</u>	mgd	<u>15.9%</u>
Build-out Flow	2.420	mgd	100.0%
Present	5,367	EDUs	
Committed Capacity	621	EDUs	
Transitional Customers (5)	80	EDUs	
Expected Growth FY2012 to 2021	<u>1,148</u>	EDUs	
Build-out	7,216	EDUs	
Flow per EDU	335	gal/day	

EDU - Equivalent Dwelling Unit

(1) Page 2-5, "Water Master Plan" by Luhdorff & Scalmanini Consulting Engineers, January 2012.

(2) Page 2-6, "Water Master Plan" by Luhdorff & Scalmanini Consulting Engineers, January 2012.

(3) Committed capacity refers to Hofmann's capacity secured by a contractual agreement with the Town. This capacity does not include the reserved future capacity described in the Water Master Plan.

(4) Wastewater system build-out is estimated in "Wastewater Treatment Plant Master Plan" by Stantec Consulting Services Inc., October 2011, and in the Wastewater Master Plan Addendum. Committed capacity (Hofmann) estimated by the Town.

(5) Customers who pulled permits under the existing capacity fee but have not completed construction

Since the presentation of this report to the Board of Directors on August 20, 2014, developers purchased 80 wastewater EDUs of capacity from the Town. These customers are referred to as transitional customers. Because these customers purchased capacity at the current fee, the Town cannot charge them the increased fee calculated in this report. The cost of effluent filtration and denitrification facilities that would have been recovered from transitional customers is therefore collected from future connections.

Methodology

The recommended capacity fees calculated in this memorandum include both a buy-in portion and an expansion portion.

Buy-in

New customers connecting to the system receive benefit from a large portion of the facilities that are already in place throughout the Town. The buy-in portion of the capacity fee recovers the costs of existing facilities that benefit all customers, existing and new.

The value of existing facilities was calculated using the Replacement Cost New Less Depreciation (RCNLD) method. The book cost of Town facilities less depreciation was escalated to present worth using the Engineering News Record's Construction Cost Index. The RCNLD of facilities is divided by the number of EDUs at build-out to yield a buy-in fee per EDU, see Table 2. A detailed list of Town facilities is shown in Appendix A.

Table 2
Buy-in to Existing Facilities, Reproduction Cost New Less Depreciation (1)
Town of Discovery Bay

	Water	Wastewater	Total
Buildings and Improvements			
Buildings and Improvements	\$36,964	\$880,403	\$917,367
Operations Building	28,507	28,507	57,013
Wastewater Treat. Plant 2	0	8,049	8,049
Wetlands	0	3,504	3,504
Willow Lake WT Facility	1,010	0	1,010
CIP Water			
Treatment and Collections	942,119	0	942,119
Equipment			
Equipment	88,276	81,803	170,079
Wetlands	0	5,365	5,365
Land (2)	92,000	175,000	267,000
Office Furniture & Equip	1,836	1,836	3,672
Structures & Improvements			
Golf Course	0	523,000	523,000
Sewage Lift Station	0	3,512,278	3,512,278
Wetlands	0	20,728	20,728
Newport Water Treatment Plant	2,707,894	0	2,707,894
Treatment/Collection/Distribution			
Biosolids Handling Proj.	0	1,787,245	1,787,245
Discharge Pipeline	0	2,892,848	2,892,848
Treatment and Collections	1,770,343	2,072,417	3,842,759
Wastewater Treat Plant 2	0	16,505,373	16,505,373
Wetlands	0	452	452
Willow Lake WT Facility	3,887,274	0	3,887,274
Vehicles	56,234	56,234	112,469
Total	\$9,612,456	\$28,555,040	\$38,167,496
Buildout Capacity	8,380	7,216	EDUs
Buy-in Cost	\$1,150	\$3,960	(\$/EDU)

(1) Original cost less depreciation adjusted to current construction cost.

(2) Land does not depreciate. Original book cost shown.

Expansion/Improvements

New customers connecting to the system will also benefit from a number of planned improvements described in the master plans. In consultation with staff, the Town's capital improvement projects were allocated to existing/committed connections and future/transitional connections based on how each customer group benefits from the projects. Some projects are expansion related and will not be needed if growth does not occur. Expansion projects are wholly allocated to new connections. Other projects, such as fire flow improvements, benefit all customers, and are allocated based on the total flow or demand of the system at build-out, see Table 3 and Table 4.

The Town received direction from the Regional Water Quality Control Board that the Town must construct filtration and denitrification facilities at the wastewater treatment plant. These facilities will treat the Town's wastewater effluent to Title 22 standards (a higher standard than the current facilities). Although the Town's current flows meet regulatory requirements, the Town anticipated that it would eventually need to upgrade its wastewater facilities by constructing effluent filtration facilities, even under a no-growth scenario. Both existing and future/transitional customer groups benefit from and have a financial responsibility for the facilities. The filtration and denitrification upgrades are allocated to existing and future customers based on a weighted average of all the other capital improvement projects.

The total cost allocated to future/transitional connections is then divided by expected growth in demand or flow to calculate the expansion fee, see Table 5, Table 6, and Table 7. The wastewater capacity fee is separated into general wastewater facilities allocated to expected growth (Table 6) and filtration and denitrification facilities that are allocated to both committed capacity and to expected growth (see Table 7). The committed wastewater capacity was secured by Hofmann based on the existing level of treatment. Filtration and denitrification facilities treat the Town's wastewater flow to a higher standard than the level assumed when the Hofmann capacity was committed. Both committed capacity and expected growth should share the filtration and denitrification facility cost allocated to expansion.

Table 3
Allocation of Water Capital Improvement Costs
Town of Discovery Bay

Master Plan Project No.	Capital Improvement Projects	Project Cost (ENR SF CCI 10900)	Existing & Committed Connections	Future Connections	Existing & Committed Connections	Future Connections	Project Benefit
1.a.	New Supply Well 7	\$1,500,000	0%	100%	\$0	\$1,500,000	Facility needed to provide capacity for new connections.
	New Supply Well 8 - includes site purchase, well, pump station and new raw water line	\$1,800,000	85%	15%	\$1,535,600	\$264,400	Project benefits existing and new connections.
1.b.	Replacement Well Site (Well 8) Contingency - includes site purchase, well, pump station and new raw water line	\$1,800,000	85%	15%	\$1,535,600	\$264,400	Project benefits existing and new connections.
1.c.	Well 5A Abandonment/Destruction Contingency	\$118,000	100%	0%	\$118,000	\$0	Supplies existing community.
1.d.	Well 1B Pump Equipment Upgrade	\$44,000	100%	0%	\$44,000	\$0	Supplies existing community.
	Upgrade Well 2 Pump Station	\$150,000	100%		\$150,000	\$0	Supplies existing community.
	Lower Well 4 Pump	\$10,000	100%		\$10,000	\$0	Supplies existing community.
2.a.	Treatment Filter Unit at Willow Lake WTP - includes vessel, media, foundation, all new face piping and controls, upgrade VFD control for one supply well (Well 6)	\$335,120	0%	100%	\$0	\$335,100	Existing filter unit is more than adequate for existing demand. Expansion is needed to serve growth.
2.b.	New Backwash Tank at Willow Lake WTP - includes piping modifications and foundation	\$396,000	0%	100%	\$0	\$396,000	Facility needed to provide capacity for new treatment filter.
2.c.	New Recycle Pumps at Willow Lake WTP - includes three pumps, piping and control valves	\$79,200	67%	33%	\$52,800	\$26,400	One pump needed for new capacity to serve growth. Two additional pumps needed to replace existing pumps.
2.d.	Chemical Room Upgrade at Willow Lake WTP - includes electrical and mechanical upgrades	\$31,680	85%	15%	\$27,000	\$4,700	Project benefits existing and new connections. Project will correct some existing deficiencies and will expand capacity from two to three metering pumps.
2.e.	Recycle Pump Upgrade Contingency at Newport WTP	\$31,680	85%	15%	\$27,000	\$4,700	Project benefits existing and new connections.
2.f.	Booster Pump Repair and Upgrade at Newport WTP	\$33,000	85%	15%	\$28,200	\$4,800	See above.
3.a.i	Kellogg Creek Crossing 16-inch mainline from Discovery Pt to Point of Timber Rd	\$380,160	85%	15%	\$324,300	\$55,800	Line will improve fire flow for existing and future connections.
3.a.ii	Kellogg Creek Crossing 16-inch mainline from Cabrillo Pt to Point of Timber Rd	\$380,160	85%	15%	\$324,300	\$55,800	Line will improve fire flow for existing and future connections.
3.b.	Replace 8-inch mainline with new 16-inch C905 - Willow Lake Rd from Discovery Bay Blvd to Beaver Ln	\$2,212,100	85%	15%	\$1,887,100	\$325,000	Pipe upsizing for fire flow deficiencies.
3.c.	Replace 6-inch mainline with new 8-inch C900 - Surfside Ct	\$98,560	100%	0%	\$98,600	\$0	Benefits existing community.
3.d.	Replace 6-inch mainline with new 8-inch C900 - Surfside Pl	\$80,190	100%	0%	\$80,200	\$0	See above.
3.e.	Replace 6-inch mainline with new 8-inch C900 - Marina Cir entry way	\$59,400	100%	0%	\$59,400	\$0	See above.
3.f.	Replace 6-inch mainline with new 8-inch C900 - Lido Cir entry way	\$47,520	100%	0%	\$47,500	\$0	See above.
3.g.	Replace 6-inch mainline with new 8-inch C900 - Beach Ct	\$95,040	100%	0%	\$95,000	\$0	See above.
3.h.	Replace 6-inch mainline with new 8-inch C900 - Shell Ct	\$103,950	100%	0%	\$104,000	\$0	See above.
3.i.	Replace 6-inch mainline with new 8-inch C900 - Edgeview Ct	\$98,010	85%	15%	\$83,600	\$14,400	Pipe upsizing for fire flow deficiencies.
3.j.	Replace 6-inch mainline with new 8-inch C900 - South Pt	\$181,764	85%	15%	\$155,100	\$26,700	Pipe upsizing for fire flow deficiencies.
4.a.	New Water Storage Tank at Newport WTP - includes earthwork, foundation, pipe, valves, tank, etc	\$1,188,000	0%	100%	\$0	\$1,188,000	Existing tank can accommodate current demand. New tank is needed for build-out demand.
5.a.	Install Transducers	\$23,760	85%	15%	\$20,300	\$3,500	Project benefits existing and new connections.
5.b.	Install Monitoring Wells	\$158,400	85%	15%	\$135,100	\$23,300	See above.
5.c.	Survey Wellheads	\$15,840	85%	15%	\$13,500	\$2,300	See above.
5.d.	Groundwater Basin Assessment - 10 years of data collection and reporting	\$143,000	85%	15%	\$122,000	\$21,000	See above.
6.a.	Customer Water Meter Installations by 2020 (approx. 3,907 unmetred in 2010) (\$1,641,000)	\$0	0%	0%	\$0	\$0	Meter installations are charged directly to individual customers and are revenue neutral.
6.b.	Water Conservation Program Feasibility Evaluation (O&M) (\$20,000)	\$0	0%	0%	\$0	\$0	Project moved to operations budget.
	SCADA Upgrades	\$250,000	85%	15%	\$213,300	\$36,700	Allocation of costs determined by Herwit Engineering.
	Total	\$11,844,500			\$7,291,500	\$4,553,000	

Table 4
Allocation of Wastewater Capital Improvement Costs
Town of Discovery Bay

Master Plan Project No.	Capital Improvement Projects	Project Cost (ENR SF CCI 10900)	Existing & Committed Connections	Future & Transitional Connections	Existing & Committed Connections	Future & Transitional Connections	Project Benefit
1	Influent Pump Station Modifications and Upgrade	\$1,411,800	83%	17%	\$1,171,500	\$240,300	Project will correct existing issues and increase capacity.
2	Re-Activate Pump Station W	\$511,200	83%	17%	\$424,200	\$87,000	Facility will serve existing and future connections.
3	Emergency Storage Facilities	\$328,600	83%	17%	\$272,700	\$55,900	Project will provide emergency storage as needed. Facility will serve existing and future connections. Project would be completed with or after the re-activation of Pump Station W.
4	Splitter Box, Oxidation Ditch, Replacement of Existing RAS Pumps and Standby Aerators for Existing Oxidation Ditches	\$3,964,100	83%	17%	\$3,289,500	\$674,600	Project benefits existing and new connections.
4	New Clarifier Splitter Box, New Clarifier, and New RAS Pump Station at Plant 2	\$2,597,200	0%	100%	\$0	\$2,597,200	Facility needed to provide capacity for new connections.
5	Secondary Effluent Pump Station Modifications	\$300,100	0%	100%	\$0	\$300,100	Existing capacity is sufficient. Project required after filter is added.
6	Secondary Effluent Equalization	\$816,300	83%	17%	\$677,400	\$138,900	Project possibly needed in the future for more stringent requirements for reclamation.
10	Additional UV Disinfection	\$1,440,000	0%	100%	\$0	\$1,440,000	Facility needed to provide capacity for new connections.
12	Add Pump to Export Pump Station	\$120,000	0%	100%	\$0	\$120,000	Facilities needed when peak day flow exceeds 4.0 mgd.
13	Solids Improvements, Phase 1: One New Solar Drying Pad and One Belt Press	\$1,342,100	83%	17%	\$1,113,700	\$228,400	Project will correct current capacity deficiency.
13	Solids Improvements, Phase 2: Solar Dryer #3 and Completion of Solar Drying Pad	\$2,558,400	83%	17%	\$2,123,000	\$435,400	Project needed to expand capacity for future connections.
14	Solar Dryer #4	\$335,500	0%	100%	\$0	\$335,500	Project benefits new connections.
15	SCADA Improvements	\$420,000	83%	17%	\$348,500	\$71,500	Project benefits existing and new connections.
16	Collection System Pump Station Improvements	\$780,000	83%	17%	\$647,300	\$132,700	Project benefits existing and new connections.
62	UV Bank 4 Installation	\$158,745	83%	17%	\$131,700	\$27,000	Project benefits existing and new connections.
63	Lift Station F	\$695,538	83%	17%	\$577,200	\$118,400	Project benefits existing and new connections.
	Other Contingency	\$300,000	83%	17%	\$248,900	\$51,100	Project benefits existing and new connections.
	Subtotal	\$18,079,583			\$11,025,600	\$7,054,000	
	Weighted Average				61%	39%	
7	Effluent Filtration	\$5,538,600	61%	39%	\$3,378,500	\$2,160,100	Allocation based on weighted average.
New	Denitrifying Facilities	\$5,000,000	61%	39%	\$3,050,000	\$1,950,000	Allocation based on weighted average.
	Total	\$28,618,183			\$17,454,100	\$11,164,100	

**Table 5
Water Expansion Fee Calculation
Town of Discovery Bay**

Expansion Capacity Fee		
Total CIP Cost Allocated to New Connections	\$4,553,000	(Table 3)
Expected Growth in Demand (mgd)	0.656	(Table 1)
Residential Capacity Fee		
Expansion Capacity Fee per EDU (553 gal/day avg day demand)	\$3,700	
Example Nonresidential Capacity Fee		
Expansion Capacity Fee (1,000 gal/day demand)	\$6,940	

**Table 6
Wastewater Expansion Fee Calculation: General Wastewater Improvements
Town of Discovery Bay**

CIP Cost Allocated to Future & Transitional Connections (Excluding Filtration and Denitrification)		
	\$7,054,000	(Table 4)
Expected Growth in Flow (mgd) (Future & Transitional)	0.41	(Table 1)
Residential Capacity Fee		
General Wastewater Capacity Fee per EDU (335 gal/day avg day flow)	\$5,750	
Example Nonresidential Capacity Fee		
General Wastewater Capacity Fee (1,000 gal/day flow)	\$17,130	

**Table 7
Wastewater Expansion Fee Calculation: Filtration and Denitrification
Town of Discovery Bay**

Costs Allocated to Committed Capacity & New Connections		
Filtration	\$2,160,100	(Table 4)
Denitrification	\$1,950,000	(Table 4)
Total	\$4,110,100	
Flow (1)		
Committed Capacity (mgd)	0.208	(Table 1)
Expected Growth in Flow (mgd)	0.385	(Table 1)
Total	0.593	
Residential Capacity Fee		
Expansion Capacity Fee per EDU (335 gal/day avg day flow)	\$2,320	
Example Nonresidential Capacity Fee		
Expansion Capacity Fee (1,000 gal/day flow)	\$6,930	

(1) The wastewater capacity of transitional customers is excluded from the Filtration and Denitrification Fee calculation.

Recommended Fees

Tables 8 and 9 show the total capacity fees for water and wastewater, respectively, which include both a buy-in portion and an expansion portion. Shown in the tables are the residential capacity fees calculated on an EDU basis and example nonresidential capacity fees based on 1,000 gal/day demand or 1,000 gal/day flow.

The total recommended capacity fee per residential connection is calculated at \$16,880, see Table 10. This fee is comparable to the fee charged by local agencies, see Table 11. Table 11 also indicates agencies that have Title 22 and denitrification permit requirements similar to the Town of Discovery Bay. It should be noted that although an agency may have advanced permit requirements, the cost of the upgraded facilities may not be reflected in the capacity fees. Some agencies elect to maintain capacity fees that are lower than the cost of providing facilities to meet the needs of growth.

**Table 8
Water Capacity Fee Calculation
Town of Discovery Bay**

Residential Capacity Fee		
Buy-in Capacity Fee per EDU	\$1,150	(Table 2)
Expansion Capacity Fee per EDU (553 gal/day avg day demand)	<u>\$3,700</u>	(Table 5)
	\$4,850	
Example Nonresidential Capacity Fee		
Buy-in Capacity Fee	\$2,160	
Expansion Capacity Fee (1,000 gal/day avg day demand)	<u>\$6,940</u>	(Table 5)
	\$9,100	

**Table 9
Wastewater Capacity Fee Calculation
Town of Discovery Bay**

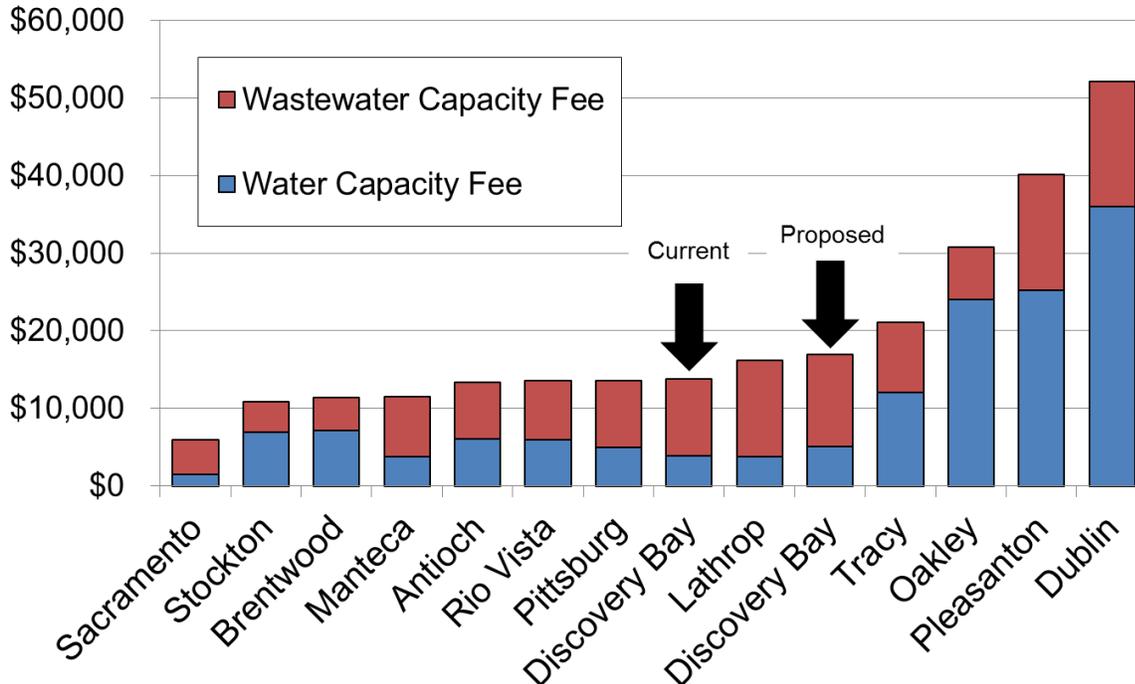
Residential Capacity Fee		
Buy-in Capacity Fee per EDU	\$3,960	(Table 2)
General Wastewater Improvements Capacity Fee per EDU	\$5,750	(Table 6)
Filtration and Denitrification Capacity Fee per EDU (335 gal/day avg day flow)	<u>\$2,320</u>	(Table 7)
	\$12,030	
Example Nonresidential Capacity Fee		
Buy-in Capacity Fee	\$11,810	
General Wastewater Improvements Capacity Fee	\$17,130	(Table 6)
Filtration and Denitrification Capacity Fee (1,000 gal/day avg day flow)	<u>\$6,930</u>	(Table 7)
	\$35,870	

Table 10
Total Residential Capacity Fee
Town of Discovery Bay

Current Fees	
Capacity Fees adopted October 2012	
Water Capacity Fee per EDU	\$3,900
Wastewater Capacity Fee per EDU	<u>\$9,860</u>
Total	\$13,760
Recommended Fees	
Residential Capacity Fee per EDU	
Water	
Buy-in	\$1,150
Expansion	<u>\$3,700</u>
Total Water	\$4,850
Wastewater	
Buy-in	\$3,960
Expansion - General Improvements	\$5,750
Expansion - Filtration and Denitrification	<u>\$2,320</u>
Total Wastewater	\$12,030
Total Residential Capacity Fee per EDU*	\$16,880

*Capacity fees will be adjusted annually based on the percent change in the Engineering New Record's Construction Cost Index for San Francisco.

Water and Wastewater Capacity Fee Survey
(Single Family Residential Customer)



**Table 11
Residential Capacity Fee Survey
Town of Discovery Bay**

Community	Water	Wastewater	Total	Wastewater Capacity Fee	
				Title 22	Denitrification
Sacramento (1)	\$1,488.57	\$4,426.00	\$5,914.57	TBD	TBD
Stockton (2)	\$6,892.50	\$5,899.50	\$10,792.50	TBD	TBD
Brentwood (3)	\$7,135.87	\$4,260.78	\$11,396.65	X	X
Manteca (4)	\$3,784.00	\$7,720.00	\$11,504.00	X	X
Antioch (Delta Diablo SD) (5)	\$6,036.20	\$7,313.78	\$13,349.98	X	TBD
Rio Vista (6)	\$5,950.00	\$7,578.19	\$13,528.19	TBD	TBD
Pittsburg (Delta Diablo SD) (7)	\$8,940.00	\$8,530.52	\$13,530.52	X	TBD
Lathrop (Manteca WQCF) (8)	\$3,741.99	\$12,467.12	\$16,209.11	X	X
Town of Discovery Bay	\$4,850.00	\$12,030.00	\$16,880.00	X	X
City of Tracy (9)	\$11,998.00	\$9,132.00	\$21,130.00	TBD	TBD
Oakley (Ironhouse SD, Diablo WD) (10)	\$24,079.00	\$6,688.00	\$30,767.00	TBD	TBD
Pleasanton (11)	\$25,230.00	\$14,885.00	\$40,115.00	X	TBD
DSRSD (Dublin) (12)	\$35,961.00	\$16,129.00	\$52,090.00	X	TBD

X – facilities are in place; TBD – facilities are unknown

(1) Wastewater fee includes a combined sewer development fee and the Sacramento Regional County Sanitation District (Regional San) treatment fee. Regional San is required to upgrade its treatment facilities to provide nitrate removal by May 2021 and filtration and disinfection by May 2023. The upgrades are currently in the planning and design phase. The wastewater capacity fees do not yet reflect the cost of treatment upgrades.

(2) Fees effective through 06/30/13. Water fees include a water connection fee plus a 3.5% administration fee and a Delta Water Supply Project Surface Water Supply fee. Wastewater fee is for the Westside Project C service area plus a 3.5% administrative fee. Additionally, is required to upgrade its treatment facilities to provide nitrate removal by May 2021 and filtration by May 2023. The wastewater capacity fees do not yet reflect the cost of treatment upgrades.

(3) Fees effective 07/01/12.

(4) Water fees effective 1/1/13. Water fee includes a Surface Water Capital Fee and Debt Service fee. Wastewater fees effective 7/20/09. Sewer fee includes a connection charge, a Manteca Water Quality Control Facility (Manteca WQCF) treatment charge, and a sewer public facilities implementation program fee. Wastewater fees based on low density residential in Zone 22. The Manteca WQCF added denitrification May 2006 and tertiary filters September 2007.

(5) City of Antioch water and sewer connection fees effective 07/01/13. Wastewater capacity fee includes a City sewer connection fee and a wastewater treatment fee from the Delta Diablo Sanitation District. Wastewater treatment capacity fee effective 07/08/11.

(6) Fees last updated in 2009. Water fee includes supply wells, storage, and transmission system fees. Wastewater fee includes a collection system fee and a connection fee. Fees are proposed to increase summer 2014.

(7) Water fee current until 11/01/12. Fee varies based on development area. Sewer fee effective 11/01/11. Wastewater treatment is provided by Delta Diablo Sanitation District.

(8) Fees effective 07/01/13. Fees shown for the East Lathrop service area. Fees vary for other development areas. The water connection fee includes a surface water supply fee and a water system well improvement fee. The wastewater connection fee includes a sewer collection fee and a wastewater treatment fee for the Manteca-Lathrop Water Quality Control Facility. Fees include a 3% administrative fee.

(9) The water connection fee includes a distribution, supply, treatment, and recycled water fee. The wastewater fee includes a conveyance fee (west service area) and a treatment plant fee.

(10) City of Oakley is served by the Ironhouse Sanitary District and the Diablo Water District. The Ironhouse Sanitary District fee is effective 07/01/13. The water fee includes facility reserve charges from the Diablo Water District (west of Jersey Island Road service area) and the Contra Costa Water District.

(11) Fees effective 04/1/14. The water capacity fee includes a City water connection fee and a Alameda County Flood Control and Water Conservation District, Zone 7, water connection fee. The wastewater capacity fee includes a DSRSD sewer connection fee and a City sewer capacity fee.

(12) Dublin San Ramon Services District - Dublin service area. Fees effective July 1, 2013. The water capacity fee includes a DSRSD water capacity reserve fee and a Alameda County Flood Control and Water Conservation District, Zone 7, water connection fee.

The nonresidential capacity fees are proportional to the water demand and wastewater flow of a typical residential customer. When a new nonresidential customer connects to the system, the Town should scale the capacity fees to the predicted demand and flow of that customer with a minimum fee based on 200 gallons per day water use and 180 gallons per day wastewater flow. The minimum capacity fee is about 50% of the residential capacity fee. Example capacity fees for nonresidential customers are shown in Table 12. For the typical nonresidential customer about 90% of water used flows into the sewer. Commercial customers typically have little to no outdoor irrigation.

Table 12
Example Nonresidential Capacity Fees
Town of Discovery Bay

Nonresidential Capacity Fee		
Water (per 1,000 gal/day demand)	\$9,100	(Table 8)
Wastewater (per 1,000 gal/day avg day flow)	\$35,870	(Table 9)
EXAMPLES		
Small Office (Minimum Charge)		
Water (200 gal/day demand)	\$1,820	(\$9,100 x (200 gal/1,000 gal))
Wastewater (180 gal/day avg day flow)	<u>\$6,457</u>	(\$35,870 x (180 gal/1,000 gal))
Total Capacity Fee	\$8,277	
4-Unit Shopping Center		
Water (2,000 gal/day demand)	\$18,200	(\$9,100 x (2,000 gal/1,000 gal))
Wastewater (1,800 gal/day avg day flow)	<u>\$64,566</u>	(\$35,870 x (1,800 gal/1,000 gal))
Total Capacity Fee	\$82,766	

Implementation

Capacity fees are collected at the time of connection to the Town’s water system and sewer collection system. To ensure continued adequate implementation of the fee, the Town should:

- Maintain an annual Capital Improvement Program budget to indicate where fees are being expended to accommodate growth.
- Comply with the annual and five-year reporting requirements of Government Code 66000 et seq.
- Annually adjust capacity fees using an appropriate construction cost index. Capacity fees should be adjusted regularly to prevent them from falling behind the costs of constructing new facilities. The Engineering News Record (“ENR”) magazine publishes Construction Cost Indices (“CCI”) monthly for 20 major U.S. cities including San Francisco. These indices can be used to estimate the change in the construction cost of facilities, and the Town’s capacity fees should be adjusted annually by the change in the ENR CCI for San Francisco.

Credit for Committed Capacity

The capacity fee shown in Table 10 is a general fee that fully recoups the Town’s cost of facilities for future customers. Hofmann has contributed a number of facilities to the Town and is owed credit for these facilities as described in the Town’s Ordinance No. 19, in the Reimbursement Agreement for Discovery Bay West, and contractual arrangements with the Town. The credit owed to Hofmann is in the form of committed capacity/EDUs.

The committed capacity shown in Table 1 is capacity reserved by Hofmann and is treated as existing capacity for the purpose of calculating the general capacity fees. BWA’s understanding is that Hofmann is obligated to pay \$297 per committed water EDU and \$2,789 per committed wastewater EDU per a contractual agreement with the Town. Hofmann’s wastewater contractual agreement applies to capacity at the existing treatment level. The agreement does not include capacity in the Town’s filtration and denitrification facilities.

At the time of the writing of this memorandum, Hofmann intends to build an estimated 702 homes, some of them have been recently been constructed by Kiper Homes. Hofmann is owed 284 EDUs of water committed capacity. Therefore, for the first 284 EDUs connected to the system, Hofmann is obligated to pay \$297 per water EDU. For all EDUs beyond the first 284, Hofmann will exceed its committed water capacity and should pay the water capacity recommended in Table 10.

**Table 13
Hofmann Water EDUs Capacity Fee Schedule
Town of Discovery Bay**

Hofmann Proposed Development - Water EDUs	Water Capacity Fee (per EDU)	Notes
First 284 EDUs Contractual agreement	\$297	Hofmann is obligated to pay \$297 per water EDU committed capacity per a contractual agreement between the Town and Hofmann.
Over 284 EDUs Water Capacity Fee	\$4,850	Water EDUs exceed committed capacity to Hofmann.

Hofmann is also owed 621 EDUs of wastewater committed capacity at the current treatment level. For the first 621 EDUs connected, Hofmann is obligated to pay \$2,789 per wastewater EDU based on the contractual agreement plus the capacity fee for filtration and denitrification, \$2,320. The total wastewater capacity fee for Hofmann committed capacity is \$5,109. For all EDUs beyond the first 621, the contractual agreement no longer applies. Hofmann will exceed its committed wastewater capacity and should pay the wastewater capacity fee recommended in Table 10. See Table 14 for a description of the Hofmann wastewater credits and capacity fees.

Table 15 provides a summary of the water and wastewater capacity fees for the Hofmann developments.

**Table 14
Hofmann Wastewater EDUs Capacity Fee Schedule
Town of Discovery Bay**

Hofmann Proposed Development Wastewater EDUs	Wastewater Capacity Fee (per EDU)	Notes
First 621 EDUs		
Contractual agreement	\$2,789	Hofmann is obligated to pay \$2,789 per wastewater EDU for committed capacity per a contractual agreement between the Town and Hofmann.
Buy-in Wastewater Capacity Fee	NA	Does not apply to committed capacity.
Expansion Wastewater Capacity Fee		
General Wastewater Capacity Fee	NA	Does not apply to committed capacity.
Filtration and Denitrification Capacity Fee	<u>\$2,320</u>	Filtration and denitrification facilities are not included in Hofmann's contractual agreement. The capacity fee for these facilities is charged to all Hofmann EDUs.
Total Capacity Fee per EDU of Committed Capacity	\$5,109	Total fee per EDU of Hofmann committed capacity.
Over 621 EDUs		
Contractual agreement	NA	Wastewater EDUs exceed committed capacity to Hofmann.
Buy-in Wastewater Capacity Fee	\$3,960	Applies to EDU's in excess of committed capacity.
Expansion Wastewater Capacity Fee		
General Wastewater Capacity Fee	\$5,750	Applies to EDU's in excess of committed capacity.
Filtration and Denitrification Capacity Fee	<u>\$2,320</u>	Applies to all Hofmann EDUs.
Total Capacity Fee per EDU of Committed Capacity	\$12,030	Total fee per EDU in excess of Hofmann committed capacity.

**Table 15
Hofmann Proposed Development
Town of Discovery Bay**

Hofmann Proposed Development	Water Capacity Fee (per EDU)	Wastewater Capacity Fee (per EDU)	Total Capacity Fee (per EDU)	Notes
First 284 EDUs	\$297	\$5,109	\$5,406	Hofmann is obligated to pay \$297 per water EDU and \$2,789 per wastewater EDU for committed capacity per a contractual agreement between the Town and Hofmann. In addition, Hofmann pays an advance wastewater treatment fee of \$2,320 per wastewater EDU for all EDUs (committed and in excess of committed).
Next 337 EDUs	\$4,850	\$5,109	\$9,959	Water EDUs exceed committed capacity to Hofmann. Wastewater EDUs included in committed capacity to Hofmann.
Over 621 EDUs	\$4,850	\$12,030	\$16,880	Exceeds committed capacity to Hofmann.

Appendix A – Replacement Cost New Less Depreciation of Existing Facilities

DRAFT



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION NO. 2014-22

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
ESTABLISHING FEES FOR WATER CAPACITY CHARGES
AND WASTEWATER CAPACITY CHARGES**

WHEREAS, the Town of Discovery Bay (TODB), a California Community Services District, requires that new development pay its proportionate share of the cost of capital improvements made necessary by that new development; and

WHEREAS, the TODB implements this requirement through the establishment and setting of Public Facilities fees for water and wastewater capacity charges ("capacity fees") as defined in Government Code Section 66013(b)(3), which are regularly reviewed to assure that they accurately identify costs and the allocation of those costs; and

WHEREAS, on September 17, 2014 the Board of Directors of the Town of Discovery Bay conducted a regular meeting to receive and consider public comments on the FY 2014/15 proposed capacity fee charges, as identified in the Bartle Wells Associates Final Draft Technical Memorandum dated September 11, 2014, attached hereto and included as a part of this action, and

WHEREAS, the TODB embarked and completed a Water Master Plan and a Wastewater Master Plan that identified future development and associated infrastructure improvements; and

WHEREAS, the TODB engaged the services of Bartle Wells Associates to review those master plans and existing assets and develop a comprehensive Capacity Fee Technical Memorandum; and

WHEREAS, that Technical Memorandum has been completed and submitted to the TODB on September 11, 2014 and identifies water capacity fees and wastewater capacity fees; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That Resolution No. 2014-17 be rescinded.

SECTION 2. That the Technical Memorandum prepared by Bartle Wells Associates on behalf of the TODB, and dated September 11, 2014 is included in its entirety as a part of this resolution.

SECTION 3. That Residential Capacity Fees be established as follows:

(A) Water Capacity Fees are to be established at \$4,850.00 per EDU.

(B) Wastewater Capacity Fees are to be established at \$12,030.00 per EDU.

SECTION 4. That non-residential Water and Wastewater Capacity Fees be established as identified in Tables 5 and 6, respectively of the Technical Memorandum prepared by Bartle Wells Associates.

SECTION 5. That the fees adopted herein shall remain in effect until changed by the Board of Directors at a date sometime in the future.

SECTION 6. That Resolution takes effect concurrent with the adoption of this Resolution.

SECTION 7. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 17th DAY OF September 2014.

Mark Simon
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on September 17, 2014, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date
September 17, 2014

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Purchase of Motor Control Center Control Panel for the Secondary Improvements Capital Improvement Project

Recommended Action

That the Board authorize issuance of a Purchase Order to Veolia Water in the amount of \$198,878.00 plus tax for the purchase of the Motor Control Center Control Panel for the Secondary Improvements Capital Improvement Project.

Executive Summary

The Secondary Improvement Project (Oxidation ditch/clarifier) is currently under construction. One of the critical components of the project is the Motor Control Center (MCC) Control Panel. The MCC Programmable Logic Control (PLC) is the project's monitoring and operational control system.

Veolia Water will be purchasing this item in order to obtain more favorable bulk pricing. The Town of Discovery Bay will issue a Purchase Order to Veolia Water in the amount of \$198,878.00 plus tax.

The MCC control panel is more thoroughly described in the attached proposal.

This project is an approved project and is included in the FY 2014-15 CIP Budget.

Fiscal Impact:

Amount Requested \$198,878.00 (plus tax)

Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. XX -or- CIP# Fund#

Previous Relevant Board Actions for This Item

Adoption of FY 2014-15 CIP Budget

Attachments

Proposal for the Secondary Improvements Capital Improvement Project Motor Control Panel

AGENDA ITEM: F-5



Contractor License #422364

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SALES & SERVICE
SCADA • PLC/HMI • Telemetry • Calibration • Maintenance**

Sept 8, 2014

To: **Herwitt Engineering**
6200 Center St., Ste. 310
Clayton, CA 94517

Attn: **Gregory Harris**
Proj: **Discovery Bay Community Services District, Secondary Improvements**
Subj: **PLC, VFDs and SCADA Integration**
Quote #: **26456 Rev. 2**

The following **SCOPE OF SUPPLY** references the specification sections listed below:

13405, 13410, 13421, 13422, 13482, 16262

Please note: Referencing a particular specification section does not imply that all items in that section are included. **Items not specifically itemized in our scope of supply are excluded.**

By accepting this proposal from Telstar you agree to treat this as confidential information.

Secondary Improvements PLC Integration

Item	Qty	Description
1	1 Lot	Submittals
2	1 Lot	Construction Drawings for Telstar Supplied Equipment
3	1 Lot	Delivery to <u>JOBSITE ONLY.</u>

Controls and Communications

Item	ID/Qty	Description	Spec	Service/Comments	DWG
PLC Panels					
4		PLC Control Panel - NEMA 12 - PLC - HMI - Ethernet Switches - CBs, TVSS and Patch Panel - Term Blocks, PS Recep and accsr.	13421	Plant No. 2 OX Ditch PLC	N-4
Miscellaneous					
5		Programming Software - RS Logix 5000 - RS Logix 500 - ProWORX	13421-2.10	Plant No. 2 OX Ditch	N/A
6		6-Port Ethernet Switch	13421-2.15	Plant No. 2 Main	N-3
7		Laptop PC with Cable	13421-2.09		N/A

1717 Solano Way, Unit 34, Concord, CA 94520 Phone 925-671-2888, Fax 925-671-9507
4017 Vista Park Ct, Sacramento, CA 95834 Phone 916-646-1999, Fax 916-646-1096
 202 South Douty Street, Hanford, CA 93230 Phone 559-584-7116, Fax 559-584-8028

Spare Equipment				
Item	Description	Spec	Service/Comments	DWG
8	20% wired spares for all I/O Types Qty (1) spare power supply module Qty (1) spare I/O Module of each supplied Recommended Spare Parts List	13421-2.10	PLC Spares	N/A

I & C Services

Item	Qty	Description	Spec
9	1 Lot	Telstar Services Include:	
		- Drawing Submittals	13410-1.03D
		- Testing of PLC Panel (FAT)	13421-3.02
		- Demonstration Testing as required	13421-3.03
		- PLC Programming	13482
		- OIT Programming	13482
		- SCADA Programming	13482
		- Configure Report & Auto Dialer	13482
		- Training (2 Days)	13482

PLC, VFD AND SCADA INTEGRATION PER SCOPE.....\$ 198,878 NET
Includes Sales Tax, Standard Shipping & Handling.

LOOP DIAGRAMS PER SPEC 13410-1.03.....\$ 8,150 NET
Includes Sales Tax, Standard Shipping & Handling.

INTERCONNECTION DIAGRAMS PER SPEC 13410-1.03.....\$ 10,300 NET
Includes Sales Tax, Standard Shipping & Handling.

CLARIFICATIONS:

- Bonding is **EXCLUDED**. Contact Telstar for bonding quote.
- As a Control System Integrator/Instrument System Supplier, Telstar will only accept a purchase order (not sub-contractor contract) for this project.
- Quotation is to **FURNISH ONLY**. No installation labor or material is included.
- Delivery only provided by Telstar, FOB factory. Storage and handling are by **OTHERS**.
- Submittals delivered 20-30 working days after receipt of purchase order unless specified differently above.
- Shipping information offered is based on vendor manufacturing schedules at time of quotation. Final schedules are available after receipt of an order.
- Telstar's quotation includes only those items listed above. Contractor requests for additions/deletions from our Scope of Supply may require a change in our price.

EXCEPTIONS/EXCLUSIONS (unless specifically noted above):

- Installation of any equipment **is EXCLUDED**.
- Process piping, valves and pilot devices, and fittings **is EXCLUDED**.
- Electrical conduit, cabling and wiring, terminations, and ring-out of wiring **is EXCLUDED**.
- Excavating of any kind, rebar, pouring/finishing of concrete, paving, and asphalt **is EXCLUDED**.

5. We assume **NO responsibility** for performance, applicability, start-up, testing, or acceptance of any equipment **NOT furnished by Telstar.**
6. Factory training **is EXCLUDED.**
7. Special mounting brackets **are EXCLUDED.**
8. Sun Shades **are EXCLUDED.**
9. Field mounted disconnects and hand stations **are EXCLUDED.**
10. All pull boxes and junction boxes **are EXCLUDED.**
11. All Electrical Testing and Studies **are EXCLUDED.**
12. All Seismic Calculations **are EXCLUDED.**
13. Electrical Systems Analysis **is EXCLUDED.**
14. Antenna mast **is EXCLUDED.**
15. Supply and installation of Security System **is EXCLUDED.**
16. MCC, Switchboards, Panelboards, ATS, VFDs, Transformers or any other type of Power Equipment **is EXCLUDED.**
17. Fiber-Optic Cable Installation, Termination, Testing and Certification **is EXCLUDED.**
18. Cost of bid items based on purchase of **all items** listed in scope. Any deletion/exclusion of any one bid item or more could result in an **increase** in cost of other bid items.
19. Any power cable outside and/or between equipment such as the Generator, MCC, SWBD or ATS **is EXCLUDED.**
20. Spare PLC CPU **is EXCLUDED.**
21. Managed Ethernet switch **IS EXCLUDED.**

TERMS AND CONDITIONS:

Base Terms: Quotation is valid for 30 days from above date. Our terms are due and payable 30 days from date of invoice. Payments must be made on a minimum of a monthly basis. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. Attorney's fees, court costs and costs of collection will be paid to prevailing party. Permits and bonding are excluded unless otherwise noted herein. Our standard insurance applies unless agreed to in writing by Telstar. We accept no responsibility for consequential damages and our standard warranty applies. Please reference the above stated quote number in all correspondence and purchase orders. Unless otherwise noted, this quote is based on standard straight time hours and does not include any prevailing wage rates unless agreed in writing by Telstar. Only original or faxed copies of quotes will be honored by Telstar, e-mailed quotes are not valid. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls carry a 4-hour minimum per person. Cancellation charges apply including engineering, labor, materials, quote and estimating time, markup, % of profit, return goods fees, etc. at the time of written cancellation notice to Telstar.

Limitation of Liability: (a) In no event shall Telstar Instruments Inc (Telstar), its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed one-fourth (1/4) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim. (b) All causes of action against Telstar arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof. (c) In no event, regardless of cause, shall Telstar be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar for such delay.

Cancellation: Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by Telstar attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

Entire Agreement: This Agreement constitutes the entire agreement between Telstar and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Purchaser other than those set forth herein or herein provided.

Bonding: Cost of Bonding is not included. Contact Telstar for a quote if bonding is required.

Sincerely,



Tak Koo,
Estimator and Project Manager
Telstar Instruments, Inc.



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



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Documentation
For Agenda Item G-1



TOWN OF DISCOVERY BAY
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MONTHLY OPERATIONS REPORT

August 2014

Town of Discovery Bay, CA

1828 Days of Safe Operations

80,960 worked hours since last recordable incident

TRAINING:

Safety, Operations, & Equipment

Safety	Hours
Monthly Training consists of: West Region Safety Council Call Monthly Regional Safety Webinar	3.0
Operations	

REPORTS SUBMITTED TO REGULATORY AGENCIES

Monthly Discharge Monitoring Report (DMR) Monthly electronic State Monitoring Report (eSMR) Monthly Coliform Report, California Department of Public Health (CDPH)
--

WATER SERVICES

# of Active Wells	Water Produced (MG)	Chemical (Hypo) Delivered	Fire Hydrant Flushing
5	121.9	3445	0

Note: Well 4 in lead and Well 5 in lag to offset specific conductivity

2014 Water Production Table (MG) by Month

January	February	March	April	May	June
69.3	61.1	68.3	92.98	128.2	135.2

July	August	September	October	November	December
147.5	121.9				

Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls
16	0	0	0

WASTEWATER SERVICE

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>July Lab Data</i>	<i>August Lab Data</i>
Flow, MG Effluent, monthly total		39.1	38.1
Flow, MG Daily Influent Flow, avg.	N/A	1.27	1.23
Flow, MG Daily Discharge Flow, avg.	2.1	1.26	1.23
Effluent BOD ₅ , lbs/d, monthly avg.	350	28.0	28
Effluent TSS, lbs/d, monthly avg.	525	41.0	57
Effluent BOD ₅ , mg/L, monthly avg.	20	3.0	3
Effluent TSS, mg/L, monthly avg.	30	4.0	5
Total Coli form 7 day Median Max	23	1	1
Total Coli form Daily Maximum	240	4	4
% Removal BOD ₅ , monthly avg.	85% min.	98	98
% Removal, TSS, monthly avg.	85% min.	97	97
Electrical Conductivity, umhos/cm annual avg.	2100	2090 (YTD)	2055(YTD)

Wastewater Laboratory Analysis

Blue – new parameter added

National Pollution Discharge Elimination System (NPDES)

NPDES Related Excursions	Permit Parameter	NPDES Parameter Limit	Actual Parameter Result
0	N/A	0	N/A

Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	7-Day Median Excursion
12	0	0	0

# of Active Lift Stations	# of Inactive Lift Stations	Chemical Usage Polymer-gals	SSO	Wastewater Received (MG)
15	0	15	0	38.1

COLLECTION:

- Flushing will start in Sept. with CCTV starting in Oct.
- Flushed **0 ft.** of sanitary sewer lines, YTD **0 ft. 0%** completed
- CCTV **0 ft. 0%** completed (Deadline is May 2015)
- Inspected **0** manhole & covers. 0 YTD
- Performed valve exercising
- Performed weekly lift station inspections.

MAINTENANCE:

Preventive and Corrective

Total # of WO's Completed	Total Hours
224	92.1

Work Order Back-Log

Aging 8 - 30 Days	Aging > 30 Days
65	14

Call & Emergency Responses

Call Outs	Emergencies
8	0

Personnel Hours & Overtime:

Regular Hours	Overtime
1408	43.75

TERMS

WWTP	WASTEWATER TREATMENT PLANT
WTP	WATER TREATMENT PLANT
WL	WILLOW LAKE
NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
SSO	SANITARY SEWER OVERFLOW
BOD	BIOLOGICAL OXYGEN DEMAND
TSS	TOTAL SUSPENDED SOLIDS
MGD	MILLION GALLONS PER DAY
mg/l	MILLIGRAMS PER LITRE
CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



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**Byron
Municipal
Advisory
Council
DRAFT**



Office of Supervisor Mary N. Piepho
Contact: Karyn Cornell
3361 Walnut Blvd. Suite 140
Brentwood, CA 94513
925-240-7260

Respectfully submitted by: _____

*The Byron Municipal Advisory Council serves as an advisory body to the
Contra Costa County Board of Supervisors and the County Planning Agency.*

Record of Actions

Meeting start time: 6:03 p.m.

Thursday, August 21, 2014

- 1.) Meeting called to order by Chair Juarez at 6:03p.m. Councilmember Schmit absent.
- 2.) **Public Comment:** None received.
- 3.) **Review of Record of Actions of 7-17-14 meeting:** Motion to approve as prepared made by Councilmember Lopez. Second made by Vice Chair Larsen. Motion carried 3-0. AYES: Larsen, Lopez, Juarez.
- 4.) **Agency Reports**
 - a.) **East Contra Costa Fire Protection District:** July 2014 Operational Report distributed.
 - b.) **Contra Costa County Sheriff's Department: Anthony Fontenot, Crime Specialist,** provided an overview of the Calls for Service for July 2014.
 - c.) **California Highway Patrol:** No Report.
 - d.) **Office of Supervisor Mary N. Piepho:** Deputy Chief of Staff Castleberry provided an update on the following items: Board of Supervisor's next Airport Committee meeting will be held at the Byron Airport on September 11th at 10:30; Supervisor's office held a successful meeting with Superintendent Burnette to discuss the possible use of Byron area Park Dedication funds as well as possible use of Measure WW funds for park enhancement projects; free Household Hazardous Waste event hosted by Delta Diablo Sanitation on October 4th; the Board of Supervisors have accepted the resignation and our office is actively recruiting for the open seat; and provided an update on the Downtown Sidewalk Project which is in the beginning of the design process. The environmental document for the project has already been approved and the Public Works Department are beginning preliminary engineering. Construction for the project is also expected in 2017.
- 6.) **Items for Discussion and/or Action**
 - a.) **Discuss Traffic Concerns in the Byron Community with Monish Sen, Senior Traffic Engineer Public Works Department-** Monish provided information regarding Camino Diablo truck traffic concerns. Camino Diablo is minor arterial road according to the California Vehicle Code 35717 and therefore is constructed to support the current traffic.
- 7.) **Correspondence Key: R= Received S= Sent**
 - a. R- 8/4/14 Contra Costa Zoning Administrator Agenda for August 4, 2014
 - b. R- 8/12/14 Contra Planning Commission Cancellation Notice for August 12, 2014
 - c. R- 8/13/14 Local Agency Formation Commission Agenda for August 13, 2014
 - d. R-8/18/14 Contra Costa County Zoning Administrator Agenda for August 18, 2014
- 8.) **Councilmember Comment/Future Agenda Item:**
- 9.) Adjourned to next meeting scheduled for September 18, 2014



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